

A G E N D A

City Council Meeting

Monday, December 3, 2018 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Gary Johnson, Woodlawn Baptist Church**
- **Pledge of Allegiance**
- **Roll Call**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

Informal Public Comment – Speaker Protocol

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ **RECEIVE FORMAL PUBLIC COMMENT – *No formal requests***

Formal Public Comment – City Council Agenda Protocol

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website www.gardencity-ga.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ **CONDUCT PUBLIC HEARINGS – *No public hearings***

Speaking to a Public Hearing Item Protocol

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council’s time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF
CITY COUNCIL'S ZONING POWER***

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (11/19/18) and Workshop Synopsis (11/26/18)

➤ **Staff Reports – No Monthly Department Reports**

➤ **City Manager's Updates & Announcements**

- Garden City Floodplain Management Community Rating System (CRS) Update

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Emergency Powers Amendment:** An ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Section 2.1 of Chapter 2, Article I, and Section 90-19, Article I, thereof, for the purpose of designating the City Manager, as opposed to the City's Mayor, as the Chief Executive Officer of the City to whom certain emergency powers shall be delegated, and for the purpose of modifying such powers to delete all provisions therein limiting the time period during which such emergency powers may be exercised and the length of the emergency period; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.
- **Ordinance, Nuisances (Emergency Powers) Amendment:** An ordinance to amend the Code of Ordinance of Garden City, Georgia, as amended, by amending Article IV of Chapter 30, Entitled "Nuisances" for the purpose of designating the City Manager, as opposed to the City's Mayor, as the Chief Executive Officer of the City to whom certain duties and responsibilities set forth therein shall be delegated; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.
- **Ordinance, New Utility Service Fraud Amendment:** An ordinance to amend the Code of Ordinances of Garden City, Georgian, as amended, to amend Article II of Chapter 82 of the Code of Ordinances of Garden City, Georgia, for the purpose of restating the application process for water service as set forth in Sections 82-27 and 82-28 of said Code, and the bases for disconnecting such service as set forth in Section 82-33 of said Code; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.
- **Resolution, Debris Monitor/ Public Assistance Consulting Services Contract Award:** A resolution by the Mayor and City Council to authorize the City to enter into an agreement with Rostan Solutions LLC for debris monitoring and public assistance consulting services; to authorize the City Manager to execute the master services agreement; and for other purposes.
- **Resolution, Main Street Area Sewer Repair:** A resolution by the Mayor and City Council to authorize the City to enter into an agreement with Goodwin Mills Cawood (GMC) for the provision of engineering services in connection with the repair and rehabilitation of sanitary sewers located on the eastern side of the City along the main street corridor in Garden City; to authorize the City Manager to execute a work order to contract for such services; and for other purposes.

- **Resolution, City Council Meeting Schedule** – A resolution by the Mayor and City Council to amend the regular meeting schedule of the Garden City City Council; to eliminate the December 17, 2018 regular meeting of City Council.
- **Write-off of 2011-2012 Utility Accounts Receivables Deemed Uncollectible** – Consideration by the Mayor and City Council to authorize the write-off of the 2011-2012 utility accounts (bad debt) totaling \$41,979.54 that the City's collection company has identified as older than six (6) years and therefore deemed uncollectible.

➤ **ADJOURN**

MINUTES

City Council Meeting Monday, November, 19, 2018 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Mr. Gerald Etheridge, a Deacon of First Baptist Church of Garden City, gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. **Council Members:** Mayor Pro-Tem Kicklighter, Councilmember Campbell, Councilmember Cody, Councilmember Daniel, and Councilmember Tice.

Staff: Ron Feldner, City Manager; Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council) James P. Gerard, City Attorney; Gilbert Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Benny Googe, Public Works and Water Operations Director; Pam Franklin, HR Director; Cliff Ducey, Recreation Director; Jackie Jackson, Special Projects Coordinator; Kurt Lewis, Assistant Fire Chief and Chris Snider IT Technician. **Absent:** Councilmember Ruiz, Councilmember Ruiz, Rhonda Ferrell-Bowles, Clerk of Council, Ron Alexander, Planning Director, Ben Brengman, IT Director.

Firefighter of the Quarter Presentation: Fire Chief Medeiros, Mayor Bethune, and Assistant Fire Chief Lewis presented Firefighter Ronald Hendry (First Quarter), Firefighter Sarah Pratt (Second Quarter), and Sergeant Mark Sullivan (Third Quarter) as Firefighter of the Quarter respectively.

Fire Sergeant Promotion: Fire Chief Medeiros, Mayor Bethune, and Assistant Fire Chief Lewis promoted Firefighter Joseph Tse to the rank of Sergeant.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience.

There being no further questions or comment, Mayor Bethune closed the informal public comment portion of the meeting.

City Council Minutes: Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to approve the city council minutes dated 11/05/18.

Staff Reports:

Human Resource Director presented the Human Resource Department's report for the month of October.

In the absence of the Planning Director, Ron Feldner presented the Planning Department's report for the month of October.

Public Works Director presented the Public Works/ Water Operations Department's Report for the month of October.

Chief of Police presented the Police Department's report for the month of October.

Assistant Fire Chief presented the Fire Department's report for the month of October.

City Manager's Updates & Announcements: City Manager stated he had not updates at that time.

Items for Consideration:

FY2019 Schedule of Fees- Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council) said we have for consideration by the Mayor and City Council the updated schedule of fees for the fiscal year of 2019.

Upon motion by Mayor Pro-tem Kicklighter, seconded by Councilmember Cody, City Council voted unanimously to the fee schedule for fiscal year 2019.

Resolution, FY2019 Annual Budget: Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council) read the heading of a resolution by the Mayor and Council of Garden City, Georgia, to adopt the Fiscal Year 2019 Operating and Capital Budgets; to provide appropriation of funds for operating and capital expenditures; and to appropriate funding for specific operating and capital funds of the Garden City Government.

Upon motion by Councilmember Tice, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council adjourned the meeting at 6:24p.m.

Transcribed and submitted by: Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council)

Accepted and approved by: City Council

SYNOPSIS

City Council Workshop Monday, November 26, 2018 – 5:30 p.m.

Opening: Mayor Bethune called the workshop to order at 5:30 p.m. and offered the opening prayer.

Attendees:

Members: Mayor Bethune presided. Council Members: Bruce Campbell, Marcia Daniel, Debbie Ruiz and Kim Tice. Absent: Rosetta Cody and Bessie Kicklighter.

Staff: Ron Feldner, City Manager; Rhonda Ferrell- Bowles, Finance Director/Clerk of Council; James P. Gerard, City Attorney; Corbin Medeiros, Fire Chief; Gilbert Ballard, Chief of Police; and Scott Robider, Code Enforcement Supervisor.

Ordinance – Amendments to Emergency Powers: City Manager presented the amendments to the emergency powers ordinance.

City Council recommended staff move forward with placing the ordinance on the December 3rd council agenda for formal consideration and action.

Storm Debris Monitor and Public Assistance RFP Award: City Manager said the City undertook the procurement process due to the expiration of the City's agreement with our previous contractor Rostan Solutions LLC. Jackie, Corbin, and Kurt reviewed and evaluated the six (6) proposals based on the criteria in the RFP.

Fire Chief said we scored and ranked the contractors from highest to lowest and based on the results, staff is recommending that the City offer a debris monitoring services and public assistance contract to Rostan for an initial 24-month term with an option to renew for an additional two (2) years thereafter.

After a brief discussion, City Council recommended staff move forward with placing the award of the debris monitoring services and public assistance contract on the December 3rd council agenda for formal consideration and action.

Water/Sewer Tap & Building Permit Fee Exemptions Update: City Manager said there have been recent discussions about the possibility of implementing mechanisms that would allow for the waiver or exemption of all or a portion of the City's mandated water and sewer connection charges (i.e. tap-in fees) or building permit fees; except for the Enterprise Zone Ordinance in place at Town Center where such provisions already exist. Included in the packet for review is a summary of the available options. Staff researched other communities and is working with Jim to draft an amendment to the code of ordinance that will permit modifications to the City's water/sewer tap-in fees and building permit fees for selected residential construction projects that meet specific eligibility requirements. City Council agreed that city staff proceed with the development of a draft ordinance for future review.

Ordinance – New Utility Service Fraud: Finance Director presented an amendment to the City's utility services application process. The amendment before you is to strengthen the City's application process for water service due to two recent cases of utility service fraud.

After a brief discussion, City Council recommended staff move forward with placing the new utility service fraud ordinance on the December 3rd council agenda for formal consideration and action.

Write-off of 2011-2012 Utility Accounts Receivable Deemed Uncollectible: Finance Director presented a list of 2011-2012 utility accounts totaling \$41,979.54 that Penn Credit has identified as older than six (6) years and therefore no longer eligible to be collected.

After a brief discussion, City Council recommended staff move forward with placing the write-off of the utility accounts receivables (bad debt) on the December 3rd council agenda for formal consideration and action.

Resolution – Amendment to Regular City Council Meeting Schedule: Finance Director presented a resolution to eliminate the December 17th regular meeting of City Council. City Council recommended staff move forward with placing the resolution on the December 3rd council agenda for formal consideration and action.

Revenue & Expenditures Report as of October 31, 2018: Finance Director presented the revenue and expenditures report for the month of October. She said all the funds are operating as expected. There being no questions or comments, City Council accepted the report as presented.

Mayor's Updates: Mayor Bethune said the dip where the manhole is as you turn off Highway 80 onto Third Street is getting worse. He said the timing of the traffic signal at the intersection of Chatham Parkway and Telfair is needs to be checked.

Mayor Bethune asked the City Attorney what grandfathered-in means. He said a business applied for a licenses years ago which wasn't properly zoned and now the business is up for sale and the advertisement states that it was grandfather-in. He said I thought the grandfathered-in clause wouldn't apply to a new business.

City Attorney said if its property properly grandfathered-in, yes. If the license wasn't properly issued then the new owner would not be able to use it that way.

City Manager's Updates:

Bishop Avenue Sewer Repair Update: City Manager said the contractor has found more of the sewer line that needs to be replaced due to the high volume of groundwater inflow into the sewer line. So far we have costs of approximately \$60,000 from the contractor (CaJenn) and approximately \$25,000 from the CSX railroad for flagman services. This easily will end up being a six figure repair, which means we may have to pull funds from the water and sewer budget or the accumulated surplus to make the repairs. In order to get hard numbers on the needed repairs, additional work is required. I'm requesting authorization to move forward with utilizing Goodwin Mills Cawood (GMC) to provide engineering design services to devise a construction plan to address additional repair work in the area of Nelson and Bishop.

After a brief discussion, City Council recommended staff move forward with placing a resolution on the December 3rd council agenda to authorize the City Manager to enter into an agreement with GMC to

provide engineering services for the additional sewer line repairs needed in the Bishop Avenue area and to secure bids from contractors to complete the field work.

Highway 21 School Zone: Chief Ballard said we were approached by a company interested in doing a feasibility study to put speed zone cameras in the school zone on Highway 21. There is no cost to the City for the study or set up. They will coordinate with GDOT, etc. The City would have to enter into a contract with them after set up. I would like to know if this is something that you all would be interested in.

Councilmember Daniel said I would like to see the school zone on Highway 17 included in the study.

After a brief discussion, City Council recommended the staff move forward with having the company perform the feasibility study for Highway 21 and Highway 17 school zones.

Councilmember Tice said the traffic signal sensor at Highway 21 and Smith Avenue needs to be checked again. Chief Ballard said that GCPD would look into it.

Code Issues: Councilmember Campbell said that are starting to work on removing the bamboo on St. Joseph's. Code Supervisor said I have talked with them and they are having to dig out the bamboo. You can't just cut it down, because it will come right back.

Councilmember Daniel said some residents in my area received a notice that they needed to pressure wash their house. Code Supervisor said pressure washing is part of property maintenance to make sure there is no mildew. He said it was a friendly reminder that went out to residential and commercial properties about pressure washing.

Mayor Bethune reminder City Council of the Tree Lighting and Christmas festivities at Sharon Park on Saturday, December 1st. Councilmember Ruiz said no one ever shows up at the tree lighting on Highway 21. Mayor Bethune said next year we need to re-evaluate how we do the event.

City Manager said Roberts Properties has hired Mill Creek and they will start clearing the area for the apartments on December 7th. Councilmember Tice said when is the groundbreaking for the apartments? City Manager the groundbreaking will be sometime when they start the building foundation work after site clearing.

City Manager said there is a Groves HC complex meeting this week on the design for the new school complex. The School Board staff seems very excited about the design layout for the new complex.

Adjournment: City Council unanimously adjourned the workshop at 6:32 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 12/3/18

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING SECTION 2.1 OF CHAPTER 2, ARTICLE I, AND SECTION 90-19 OF CHAPTER 90, ARTICLE I, THEREOF, FOR THE PURPOSE OF DESIGNATING THE CITY MANAGER, AS OPPOSED TO THE CITY'S MAYOR, AS THE CHIEF EXECUTIVE OFFICER OF THE CITY TO WHOM CERTAIN EMERGENCY POWERS SET FORTH THEREIN SHALL BE DELEGATED, AND FOR THE PURPOSE OF MODIFYING SUCH POWERS TO DELETE ALL PROVISIONS THEREIN LIMITING THE TIME PERIOD DURING WHICH SUCH EMERGENCY POWERS MAY BE EXERCISED AND THE LENGTH OF EMERGENCY PERIOD; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, and it is hereby ordained by the authority thereof that:

Section One: Section 2.1 of Chapter 2, Article I, of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Mayor's Emergency Powers" is hereby amended by deleting such Section in its entirety and by replacing it as follows for the purpose of designating the City Manager, as opposed to the City's Mayor, as the City's Chief Executive Officer to whom certain emergency powers set forth therein shall be delegated, and for the further purpose of modifying such powers by setting no time limits for the exercise of the powers and the duration of any delayed emergency:

"Section 2.1 City Manager's Emergency Powers.

In addition to any and all other powers, the City Manager or his/her designee, as the chief executive of the City, shall have further emergency powers as follows:

1. The City Manager or his/her designee shall have the right to declare an emergency to exist when, in his opinion, one or more of the following conditions exist:
 - a. There is extreme likelihood or danger of destruction of life or property due to unusual conditions;
 - b. There are unusual or extreme weather conditions making use of city streets or other areas difficult or impossible;
 - c. Civil unrest, commotion or uprising is imminent or exists; or
 - d. There is a stoppage or loss of electrical power affecting a major portion of the city.

2. During the declared emergency operational period, the City Manager or his/her designee, as chief executive, shall have the right to exercise any or all of the following powers:
 - a. The power to use employees of the City to assist in the safety and preservation of life, limb and property of citizens of the City;
 - b. The power to close streets and sidewalks and to delineate areas within the City wherein an emergency exists;
 - c. The power to impose emergency curfew regulations;
 - d. The power to close business establishments within the affected area;
 - e. The power to close any and all municipally owned buildings and other facilities to the use of the general public;
 - f. The power to do any and all acts necessary and incidental to the preservation of life, limb and property of the citizens of the City;
 - g. The power to seize or take private property for temporary use only if it cannot be acquired, temporarily or permanently, by purchase, donation or lease, and only if there is a compelling necessity for the protection of the lives, health, welfare and/or property of citizens;
 - h. The power to sell, lend, give, or distribute all or any such property among the inhabitants of the City and to account to the proper state or local agencies for any funds received for the property;
 - i. The power to suspend any regulatory ordinance prescribing the procedures for the conduct of City business if strict compliance with any ordinance would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster;
 - j. The power to utilize all available resources of the City government and subordinate departments over which it has budgetary control as reasonably necessary to cope with the emergency disaster;
 - k. The power to transfer direction, personnel, or functions of any City department for the purpose of performing or facilitating emergency services;

- l. The power to commandeer or utilize any private property if the City Manager finds this necessary to cope with the emergency or disaster;
 - m. The power to prescribe routes, modes of transportation, and destinations in connection with evacuation;
 - n. The power to suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, and combustibles;
 - o. The power to make provisions for the availability and use of temporary emergency housing; and,
 - p. The power to coordinate the exercise of the above emergency powers within the City with the municipalities in Chatham County, Georgia, and other appropriate county, state, and federal officials.
3. The declaration of an emergency as to a portion of the City shall specify with exactness the area in which the emergency is declared to exist.”

Section Two. Section 90-19 of Chapter 90, Article I, of the Code of Ordinances of Garden City, Georgia, as amended, entitled “Temporary Mobile Home Parks During Declared Emergencies” is hereby amended by deleting such Section in its entirety and by replacing it as follows for the purpose of designating the City Manager, as opposed to the City’s Mayor, as the City’s Chief Executive Officer to whom certain emergency powers set forth therein shall be delegated:

“Section 90-19 – Temporary mobile home parks during declared emergencies.

During periods of emergency declared by the City Manager or his/her designee pursuant to the provisions of this Code as the result of natural or manmade disasters, temporary mobile home parks may be located on property approved by the Mayor and Council in any zoning district in the city. The parks must be designed by an engineer and plans must be approved by the Chatham County Health Department as well as the City’s Building Inspector and Public Works Department. Permits may be issued by the City’s Building Inspector to establish a temporary mobile home park.”

Section Three. This ordinance shall become effective on the date of passage.

Section Four. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this _____ day of November, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this _____ day of November, 2018.

DON BETHUNE
Mayor

Read First Time: _____

Read Second Time and Approved: _____

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING ARTICLE IV OF CHAPTER 30, ENTITLED "NUISANCES" FOR THE PURPOSE OF DESIGNATING THE CITY MANAGER, AS OPPOSED TO THE CITY'S MAYOR, AS THE CHIEF EXECUTIVE OFFICER OF THE CITY TO WHOM CERTAIN DUTIES AND RESPONSIBILITIES SET FORTH THEREIN SHALL BE DELEGATED; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, and it is hereby ordained by the authority thereof that:

Section One: Article IV, of Chapter 30 of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Nuisances" is hereby amended by deleting Section 30-103, Section 30-114, Section 30-163(b), and Section 30-205(4), in their entirety and by substituting in lieu thereof the following for the purpose of designating the City Manager, as opposed to the City's Mayor, as the City's Chief Executive Officer to whom certain duties and responsibilities set forth therein shall be delegated:

"Section 30-103 – Authority of the City Manager:

The City Manager or his/her designee is hereby authorized to designate such city employees as are necessary to identify inoperable or junk motor vehicles and cause the removal and disposal of the same, to supervise any contract with a third party to provide for the removal and disposal of such vehicles, and to otherwise cause the implementation of and compliance with the provisions of this chapter.

Section 30-114 – Recordkeeping

The City Manager or his/her designee shall cause records to be made and maintained which reasonably specify the identity of each vehicle, its owner, its location prior to removal, its date of removal, the party removing and impounding the same, the date and manner of its disposal, procedures to notify the owner, and a copy of any notices given pursuant to this division. Such records shall be preserved for not less than two years from the date of impounding of any inoperable or junk motor vehicle and shall be made available for examination by any owner of such vehicle which has been removed pursuant to this division.

Section 30-163 – Duties of owners; appointment of public officer; procedures for determining premises to be unsafe or unhealthful.

- (b) The City Manager or his/her designee shall appoint or designate the city code enforcement officer and his/her designees as public officer(s) to exercise the powers prescribed by this division.

Section 30-205 – Report of Violation; Abatement Procedure:

(4) Abatement by City; Lien, Collection of Lien. The Mayor and Council shall have full power and authority to order that the attending premises be secured and to authorize entry upon such premises for such purpose. The Mayor and Council shall have the building closed and secured, and assess the property for the cost of such closing and securing. Such assessment shall constitute a lien on the property until paid. An execution in favor of the City in the amount of such assessment shall be issued by the City Manager and be collected in accordance with O.C.G.A. §48-5-358 and other applicable statutes. This procedure shall be subject to the right of redemption by any person having any right, title or interest in or lien upon the property, all as provided by O.C.G.A. §45-4-40.”

Section Two: This ordinance shall become effective on the date of passage

Section Three. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this _____ day of November, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this _____ day of November, 2018.

DON BETHUNE
Mayor

Read First Time: _____

Read Second Time and Approved: _____

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, TO AMEND ARTICLE II OF CHAPTER 82 OF THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA FOR THE PURPOSE OF RESTATING THE APPLICATION PROCESS FOR WATER SERVICE AS SET FORTH IN SECTIONS 82-27 AND 82-28 OF SAID CODE, AND THE BASES FOR DISCONNECTING SUCH SERVICE AS SET FORTH IN SECTION 82-33 OF SAID CODE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, and it is hereby ordained by the authority thereof that:

Section One: Section 82-27 of Chapter 82, Article II, of the Code of Ordinances of Garden City, Georgia, entitled "Application Required; Contents" is hereby deleted in its entirety and replaced by the following:

"Sec. 82-27 Application Required; Contents

Every person wishing to become a user of water from the City water system must make application at the Office of the Water Department or such other place as may be designated by the Mayor and Council. Such application shall be made in writing upon forms to be furnished to the applicant. The applicant shall give the street number and lot number and describe the location where the water connection is to be made, and shall further state the purposes for which the water is to be used. If the owner of the property being served is applying for such service, a copy of proof of property ownership (e.g., closing statement, warranty deed, etc.) shall be produced. If the applicant for water service is a tenant of the property to be served, a copy of the written lease shall be provided. In addition, the applicant's drivers' license or other valid form of identification must be submitted. At the time such application is made, the applicant shall pay any security deposit or other costs set forth in the Schedule of Fees approved by the City for water service."

Section Two. Section 82-28 of Chapter 82, Article II, of the Code of Ordinance of Garden City, Georgia, entitled "Signing of Application" is hereby deleted in its entirety and replaced by the following:

"Sec. 82-28. Signing of Application

An application for water service must be signed by the applicant before any connection shall be made to the water system or prior to the furnishing of water to the premises. The application shall provide that the applicant shall be liable for the payment of any charges for water and sewer service to the premises."

Section Three. Section 82-33 of Chapter 82, Article II, of the Code of Ordinances of Garden City, Georgia, entitled "Authority to Disconnect Services" is hereby deleted in its entirety and replaced by the following:

“Sec. 82-33. Authority to Disconnect Service

A water connection to the City water system may be disconnected for the following reasons:

- (1) non-payment of utility bills;
- (2) fraud committed by the user in applying for or using the water service;
- (3) the user’s willful disregard of the City’s rules or regulations adopted by Council;
- (4) emergency repairs;
- (5) insufficiency of water supply due to circumstances beyond the City’s control;
- (6) direction of public authority; and,
- (7) strike, riot, fire, flood, or unavoidable accident.

Should any disconnection be made for any non-payment of bills or a violation of City’s rules and regulations, no reconnection shall be made until all accrued costs have been paid in full, plus a charge for reconnection for the water service. No person shall make any unauthorized connection to the water system.”

Section Four. This ordinance shall become effective on the date of passage.

Section Five. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this _____ day of November, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this _____ day of December, 2018.

DON BETHUNE
Mayor

Read First Time: _____

Read Second Time and Approved: _____

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO AN AGREEMENT WITH ROSTAN SOLUTIONS LLC FOR DEBRIS MONITORING AND PUBLIC ASSISTANCE CONSULTING SERVICES; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, on September 25, 2018, the City of Garden City (the City) was desirous to initiate a procurement of a debris monitoring contractor/emergency public assistance (PA) consultant for the City due to the existing contract of the current contractor having expired; and,

WHEREAS, in an effort to ensure that the City selected the contractor in an open and competitive manner, the City prepared a Request for Proposals (RFP) package that was advertised and disseminated on September 25, 2018, to the public via the City's website and other appropriate advertisement methods including the Georgia Local Government Access website (glga.org); and,

WHEREAS, the City's solicitation of proposals followed established protocols by encouraging responses from small and/or minority business enterprises; and,

WHEREAS, six proposals were submitted to the City by the 4:00 p.m. deadline on October 25, 2018 for review by a selection committee consisting of the City's Fire Chief/EMA Director, Assistant Fire Chief, and Special Projects Coordinator, said proposals being from (1) Rostan Solutions, LLC, (2) Goodwyn Mills, and Cawood, Inc., (3) Witt O'Brien, (4) Debris Tech, (5) Patriot Response Group, and (6) True North Emergency Management, LLC; and,

WHEREAS, with the exception of the proposal of True North Emergency Management, LLC, which was not evaluated due to incomplete documentation, the remaining five (5) proposals were graded by the selection committee based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, work approach, and compliance with certain mandatory requirements set forth in the package; and,

WHEREAS, based on the selection committee's review of the five (5) qualified submittals, the committee scored and ranked the contractors in the following order from highest to lowest:

1. Rostan Solutions, LLC
2. Goodwyn, Mills and Cawood, Inc.
3. Witt O'Brien
4. Debris Tech
5. Patriot Response Group

WHEREAS, the proposal submitted by Rostan Solutions, LLC, offers to perform debris monitoring and public assistance consulting services commencing upon the effective date of the agreement for the provision of such services for a term of two (2) years with an optional two (2) year renewal term, and charges costs comparable to those it currently charges under its current contract with the City; and,

WHEREAS, for the above-stated reasons, the selection committee has recommended that the Mayor and Council award the debris monitoring and public assistance consulting service contract to Rostan Solutions, LLC, based on the terms and conditions set forth in the contractor's proposal as well as the City's request for proposals solicitation package after first confirming that no one associated with the City has any financial in the firm that would compromise the award and contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City Manager, with the advice and counselling of the City Attorney, be authorized to negotiate and execute on behalf of the City with Rostan Solutions, LLC, substantially similar to the Master Services Agreement which is attached hereto as Exhibit "A", containing the terms and conditions set forth in the contractor's proposal as well as the City's Request for Proposal package, as appropriately fine-tuned by him, and that he be further authorized to execute any other documents which he and the City Attorney deem necessary to further the intent of this Resolution.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this ____ day of December, 2018.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and Approved this ____ day of December, 2018

DON BETHUNE, Mayor

MASTER SERVICES AGREEMENT FOR
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 29th day of November 2018, by and between CITY OF GARDEN CITY, GEORGIA, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and Rostan Solutions, LLC, providing professional services, with its principal address at 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596, hereinafter referred to as "CONSULTANT".

WHEREAS, OWNER, desires to receive the consulting services from CONSULTANT related to DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES, with a scope generally defined by the OWNER's Request for Proposal (RFP) and CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services, and CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I - Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venture of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II - Term of Contract

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for up to two additional 12-month terms such that the maximum term would not exceed 48 months. If the OWNER desires to extend the Agreement, written notice to the CONSULTANT is required.

If the Agreement will not be extended, the OWNER will provide written notice to CONSULTANT 60-days prior to the end of the Agreement term.

Article III - Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Task Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Task Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Task Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; and providing relevant material available from OWNER's files and records.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V- Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A and in the executed Task Orders. CONSULTANT will perform or furnish all services under this Agreement in accordance with applicable requirements.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A and the executed Task Orders. Neither party shall hold the other responsible for damages caused by, arising out of, or resulting from, delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI - Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII - Ownership of Work Products

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service and the CONSULTANT shall retain an ownership and property interest therein. OWNER shall be furnished original copies of all documents for its use, information and reference. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Task Order.

Article VIII - Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Task Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and applies to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including sub consultants hired by the CONSULTANT) will be invoiced as allowed by FEMA as it pertains to reimbursement. The CONSULTANT stipulates that the labor category billing rates may not be revised for the initial one-year period contemplated in this Agreement.

Article IX - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X - Termination of Services Without Cause

OWNER, by notifying CONSULTANT in writing, may terminate without cause any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of closing out the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper close out will not apply unless agreed to by OWNER under a specific Task Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI - Indemnification and Hold Harmless

CONSULTANT shall indemnify and hold harmless OWNER and all of OWNER's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of CONSULTANT, anyone directly employed by CONSULTANT, or anyone for whose acts any of them may be liable.

Article XII - Limit of Liability

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by the laws of the State of Georgia, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and CONSULTANT's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of CONSULTANT's professional errors and omissions liability insurance.

Article XIII - Insurance

CONSULTANT shall maintain the following insurance coverages, and will provide Certificates of Insurance to the City to verify such charges.

a. Workers' Compensation - The CONSULTANT shall provide coverage for its employees with statutory workers' compensation limits, and no less than

\$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

b. Commercial General Liability - The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

c. Business Automobile Liability - The CONSULTANT shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.

d. Professional Liability (Errors & Omissions) - The CONSULTANT shall provide coverage for all claims arising out of the services performed with limits not less than

\$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Article XIV - Notices

Any notice required under this Agreement will be in writing and sent to the appropriate party at the address which appears below and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City of Garden City
100 Central Avenue
Garden City, Georgia 31405
Attn: Ronald Feldner

Rostan Solutions, LLC
3433 Lithia Pinecrest Road, Ste. 287
Valrico, FL 33596
Attn: Sam Rosania

Article XV- Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Article XVI - Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII - Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT:

OWNER: City of Garden City, GA

By _____

By _____

Name Sam Rosania

Name Ronald Feldner

Title Executive Vice President

Title City Manager

Date November 29, 2018

Date November 29, 2018

ATTACHMENT 1: ADDITIONAL PROVISIONS FOR FEMA RELATED PROJECTS

Equal Employment Opportunity

During the performance of this contract, the Respondent agrees as follows:

(1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Respondent will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Respondent will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, That in the event the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Respondent may request the United

States to enter into such litigation to protect the interests of the United States."

Copeland Anti-Kickback Act

Compliance with the Copeland "Anti-Kickback" Act.

(1) Respondent. The Respondent shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Respondent or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Respondent shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Respondent and subcontractor as provided in 29 C.P.R. § 5.12."

Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Respondent or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Respondent and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Respondent and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request. of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Respondent or subcontractor under any such contract or any other Federal contract with the same prime Respondent, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent, such sums

as may be determined to be necessary to satisfy any liabilities of such Respondent or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Respondent or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Respondent shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Clean Air Act

(1) The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Respondent agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Respondent agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Respondent is required to verify that none of the Respondents, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Respondent must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Respondent did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Respondent agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Respondents who apply or bid for an award of \$25,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Procurement of Recovered Materials

(1) In the performance of this contract, the Respondent shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Access to Record

(1) The Respondent agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Respondent agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Respondent agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

The Respondent shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Respondent will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Respondent, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Respondent's actions pertaining to this contract

APPENDIX A INCLUDES:

OWNER'S Request for Proposal (RFP)

CONSULTANT's Proposal

CONSULTANT's Billing Rate Schedule

REQUEST FOR PROPOSAL (RFP)
for
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES

The City of Garden City invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring & Public Assistance Services via a Task Order Contract Agreement.

The City of Garden City seeks qualified firm(s) to provide the services outlined herein (i.e. Debris Monitoring and Public Assistance Consulting) related to debris hauling and disposal projects. This RFP includes oversight of the collection and disposal operations on behalf of the City of Garden City, ensuring compliance with Federal requirements and applicant debris management plans as related to Consultant oversight, truck measurements, load ticket preparation and issuing, report preparation and project administration. The Debris Monitoring Consultant shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

The RFP should be limited to no more than 10 pages (excluding cover page) and address the following:

- Description and history of the firm focusing on previous governmental experience related to the requested services.
- Office location and key personnel responsible for this project to include the contract manager, phone number and e-mail address
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Recent experience managing coastal disaster recovery operations including, but not limited to: Right-of-Entry debris removal, and C&D debris separation and removal.
- Provide at least three references for which the firm has satisfactory completion of disaster debris monitoring services within the past two (2) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 100,000 cubic yards of debris. Provide the contract manager's contact name, address, e-mail address, telephone numbers and date of the contract for each disaster response or project.
- The scope, project budget, and operational duration of the above-mentioned disaster debris monitoring events.
- Summarized past relevant experience for each response should include the following:

1. Type of disaster-hurricane, tropical storm, tornado, etc.
 2. Type of jurisdiction-city, county, district, or combination
 3. Collection debris monitoring assignments
 4. Debris monitoring assignments
 5. Final disposal debris monitoring functions
 6. FEMA reimbursement actions and issue resolution
 7. List of references
- Provide an organizational chart, resumes, and summary of key project staff qualifications. Key management and project staff may include, but not be limited to:
 1. Project manager
 2. Collection and disposal operations managers
 3. GIS Analyst
 4. Field Supervisors
 5. Environmental Specialist(s)
 6. Debris Site/Tower Monitors
 7. Field Coordinators (Crew Monitors)
 8. FEMA reimbursement specialist
 9. load Ticket Data Entry Admin (QA/QC)
 10. Billing/Invoice Analysts

Key project staff must be full time employees of the proposing firm and have experience in the following:

- a.) Experience demonstrating current capacity and current expertise in debris removal, waste disposal and Public Assistance Consulting. The proposer must demonstrate experience managing hurricane debris monitoring for at least five government entities involving a minimum of 100,000 cubic yards of debris for each client.
- b.) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c.) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

Once deployed, the Consultant is expected to perform the requested services in accordance with the attached Master Services Agreement and via project and activity specific Task Orders.

Selection Criteria

The following weighted criteria will be utilized to select the consultant awarded this contract.

Firm and Key Personnel Experience	35
Qualifications on Coastal Disaster Projects (FEMA-Region IV)	25
Key Staff Project Understanding and Approach	20
Management Systems/Reporting Systems/Training Manual	10
Cost Proposal/Unit Rates	10
TOTAL	100

Firms or companies desiring to provide services, as described in the scope of services, shall submit proposals no later than **2:00 p.m. on Monday, October 24, 2018** to Jackie Jackson, Special Projects Coordinator 100 Central Avenue, Garden City, GA 31405. Email submittals to Jackie Jackson at jjackson@gardencity-ga.gov will be acceptable but the proposer must ensure receipt by the City staff before 2:00 pm. Misdirected submittals will not be accepted, therefore verification of receipt by Garden City is requested by contacting the following point of contact:

City of Garden City
Jackie Jackson
Special Projects Coordinator
O: 912-963-2768
C: 912-657-2768

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her proposal reaches the City. The time and date for receipt of proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

Terms and Conditions

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposer, if a successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the City, unless otherwise agreed to by the City.

City reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ten (10) days, to provide to the City the services set forth in this RFP, or until one or more of the proposals have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee's place of business to the City, for purposes of inspection, reproduction and audit without restriction.

Please note that Garden City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

Scope of Services for Debris Monitoring Services

General

Provide debris monitors and debris monitoring services to assist the City of Garden City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided includes contract compliance, supervision, monitoring, documenting and inspection. All debris monitoring activities shall comply with current FEMA guidance and local, State, and Federal regulations. Debris sites will operate approximately up to 12 to 14 hours per day, and up to 7 days per week.

Upon commencement of work, the Consultant will provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

The selected contracting firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services include:

- a. Consultant will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or the City.
- b. The Consultant will employ and maintain on the worksite(s) a qualified accessible supervisor(s) and provide the City with a Principal-in-Charge/Project Manager, who shall have full authority to act on behalf of the Consultant, and all communications given to the Principal-in-Charge/Project Manager in writing by the City's authorized representative shall be as binding as if given to the Consultant.
- c. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites or final disposal sites.
- d. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- e. Support with the selection and permitting of debris locations and other permitting/regulatory issues as requested.
- f. Daily scheduling work for team members and contractors.
- g. Hiring, scheduling, and managing field staff.
- h. Consultant shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with the contract.
- i. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- j. Assisting the City with responding to public concerns and comments.
- k. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- l. Operating a database application/automated debris management system to account for the eligible collection, transport and disposal of disaster debris to include entering all load tickets.
- m. Digitization of source documentation at each loading site to include:
 - Collection Date/Time
 - Address
 - Type (Vegetative Debris, Construction and Demolition Debris, Other)
 - Location within the Public ROW
 - Pile Size (Small, Medium, Large)
 - Truck ID
 - Person inputting the data
 - Geographic Coordinates (Lat/ Long)
 - Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
 - Additional Photos as needed
- n. Developing daily operational reports to keep the City informed of work progress.

- o. Development of maps, GIS applications, etc. as necessary.
- p. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- q. Final report and appeal preparation and assistance. The Consultant will provide assistance to the City in completing any and all forms necessary for reimbursement from state and federal agencies relating to eligible cost arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement request, the preparation and submittal of all necessary cost substantiations, and preparing replies to all agency requests, inquiries, potential denials, and appeals.
- r. Post event consulting services to assist in addition to debris monitoring to include, but not limited to:
 - Assistance with federal and state reimbursement efforts.
 - Performance analysis to determine in what way ongoing and future efforts may be improved with regards to the collection and removal of debris.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will identify one debris monitoring field supervisor for debris loading site monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City Personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with the debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the City's debris removal contractors
- Compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collections sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.

Consultant will perform on-site, street level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at all loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in the area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and separated apart from yard debris. The Consultant is not responsible for disposal of Freon-containing appliances.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting the following information at each loading site:
 1. Collection Date/Time
 2. Address
 3. Type (Vegetative Debris, Construction and Demolition Debris, Other)
 4. Location within the Public ROW
 5. Pile Size (Small, Medium, Large)
 6. Truck ID
 7. Person imputing the data
 8. Geographic Coordinates (Lat/ Long)
 9. Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
 10. Additional Photos as needed
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are properly contained before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in cubic yards (CV) for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing records for contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical Staff/Data Entry Staff

Consultant will provide clerical staff/data entry staff as required to implement and maintain a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes, to enter load ticket information into the consultant's information management systems and to supervise the preparation of detailed estimates for submission to the City and to provide periodic reports to the City, noting work progress and efficiency, current/revised estimated, project completion, and other schedule forecasts/updates.

Schedule

The work undertaken and the associated schedule(s) to perform services under this contract will be dependent on the nature and magnitude of the incident as well as the information contained within the project-specific Task Order.

Public Assistance Consulting Services

The City of Garden City is also requesting public assistance consulting services in addition to debris monitoring to include, but not limited to:

- a. Identification of eligible emergency and permanent work.
- b. Damage Assessments.
- c. Assistance in attaining Immediate Needs Funding including applicable grant programs.
- d. Prioritization of recovery workload.
- e. Loss measurement and categorization.
- f. Insurance evaluation, documentation adjusting and settlement services.
- g. Project Worksheet generation and review.
- h. Federal and state reimbursement support.
- i. Staff augmentation with experienced Public Assistance Coordinators and Project

Officers.

- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.
- k. Appeal services and negotiations.
- l. Reconstruction and long-term infrastructure planning.
- m. Final review of all emergency and permanent work performed.
- n. Performance analysis to determine in what way ongoing and future efforts may be improved with regards to the collection and removal of debris.

Term

Upon acceptance of the terms by both the Consultant and the City of Garden City, the City would enter into a 24-month consulting contract term with an option to renew for an additional two years thereafter (or 48 months total).

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

MASTER SERVICES AGREEMENT
FOR
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of October 2018, by and between **CITY OF GARDEN CITY, GEORGIA**, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and _____ providing professional services with its office at _____, hereinafter referred to as "CONSULTANT".

WHEREAS, OWNER, desires to receive the consulting services from CONSULTANT related to **DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**, with a scope generally defined by the OWNER's Request for Proposal (RFP) and CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services, and CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I - Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venture of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II - Term of Contract

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for up to two additional 12-month terms such that the maximum term would not exceed 48 months. If the OWNER desires to extend the Agreement, written notice to the CONSULTANT is required.

If the Agreement will not be extended, the OWNER will provide written notice to CONSULTANT 60-days prior to the end of the Agreement term.

Article III - Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Task Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Task Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Task Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; and providing relevant material available from OWNER's files and records.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V- Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A and in the executed Task Orders. CONSULTANT will perform or furnish all services under this Agreement in accordance with applicable requirements.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A and the executed Task Orders. Neither party shall hold the other responsible for damages caused by, arising out of, or resulting from, delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI - Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII - Ownership of Work Products

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service and the CONSULTANT shall retain an ownership and property interest therein. OWNER shall be furnished original copies of all documents for its use, information and reference. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Task Order.

Article VIII - Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Task Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance

at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and applies to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including sub consultants hired by the CONSULTANT) will be invoiced as allowed by FEMA as it pertains to reimbursement. The CONSULTANT stipulates that the labor category billing rates may not be revised for the initial one-year period contemplated in this Agreement.

Article IX - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X - Termination of Services Without Cause

OWNER, by notifying CONSULTANT in writing, may terminate without cause any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of closing out the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub- consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper close out will not apply unless agreed to by OWNER under a specific Task Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI - Indemnification and Hold Harmless

CONSULTANT shall indemnify and hold harmless OWNER and all of OWNER's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of CONSULTANT, anyone directly employed by CONSULTANT, or anyone for whose acts any of them may be liable.

Article XII - Limit of Liability

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by the laws of the State of Georgia, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and CONSULTANT's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or

warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of CONSULTANT's professional errors and omissions liability insurance.

Article XIII - Insurance

CONSULTANT shall maintain the following insurance coverages, and will provide Certificates of Insurance to the City to verify such charges.

- a. Workers' Compensation - The CONSULTANT shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

- b. Commercial General Liability - The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

- c. Business Automobile Liability - The CONSULTANT shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.

- d. Professional Liability (Errors & Omissions) - The CONSULTANT shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

Article XIV - Notices

Any notice required under this Agreement will be in writing and sent to the appropriate party at the address which appears below and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

_____	City of Garden City
_____	100 Central Avenue
_____	Garden City, Georgia 31405
Attn: _____	Attn: Ronald Feldner

Article XV- Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Article XVI - Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII - Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT: _____

OWNER: City of Garden City, GA

By _____

By _____

Name _____

Name Ronald Feldner

Title _____

Title City Manager

Date _____

Date _____

APPENDIX A INCLUDES:

OWNER'S Request for Proposal (RFP)

CONSULTANT's Proposal

CONSULTANT's Billing Rate Schedule

APPENDIX B INCLUDES:

Example TASK ORDER (TO)

AGREEMENT FOR CONSULTING SERVICES

BETWEEN

OWNER AND CONSULTANT

TASK ORDER NO._____

This Task Order has been prepared in accordance with the Agreement for Consulting Services between CONSULTANT and OWNER, dated _____, 2018.

Scope of Services

(insert description of scope of services)

Schedule

(insert schedule)

Fee:

(insert fee proposal)

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of _____

CONSULTANT

OWNER

Ronald Feldner

City Manager

Date _____

Date _____



DEBRIS MONITORING AND PUBLIC ASSISTANCE CONSULTING SERVICES



Request for Proposal | October 25, 2018



DEBRIS MONITORING AND PUBLIC ASSISTANCE
CONSULTING SERVICES FOR
THE CITY OF GARDEN CITY, GEORGIA



SUBMITTED BY

ROSTAN SOLUTIONS, LLC
3815 W Montague Avenue
Suite 202
North Charleston, SC 29418
Sam Rosania, Exec. V.P.
Email: srosania@rostan.com
Tel: 813.505.1313
Fax: 813.333.7330
www.rostan.com

ORIGINAL
DOCUMENT

ROSTAN
SOLUTIONS

October 24, 2018

City of Garden City
Jackie Jackson, Special Projects Coordinator
100 Central Avenue
Garden City, GA 31045

Re: Request for Proposal (RFP) for Debris Monitoring and Public Assistance Consulting Services

Dear Ms. Jackson and Selection Committee Members,

Rostan Solutions, LLC (Rostan) is pleased to submit our Proposal in response to Request for Proposal (RFP) for Debris Monitoring and Public Assistance Consulting Services, published by the City of Garden City, Georgia (City), including Addenda #1 dated October 5, 2018 and Addenda #2 dated October 15, 2018.

Rostan is a Florida-certified, small business engineering firm that was created in 2006 specifically to address our clients' needs associated with disaster debris management and public assistance funding support. Rostan is in the business of providing our clients complete disaster preparedness, response and recovery services. Rostan understands the importance of managing debris removal and federal grants funding opportunities properly and we are uniquely qualified to provide these services to the City. For this pursuit, we have engaged Thomas & Hutton (T&H), a local resource that will provide damage and debris assessment services, GIS mapping, surveying, civil engineering and field inspection services. Rostan and T&H have worked together on multiple disaster recovery projects and are intimately aware of the challenges a client such as the City will face following a disaster event.

Our mission is to promote and implement responsible solutions to ensure communities are better prepared to respond to, and expeditiously recover from, disaster events. We pride ourselves on being a specialized firm that is selective in its pursuits and has remained focused on the interests of our clients first and foremost. What we lack in size we more than make up for with an extremely competent and dedicated work force, subject matter expertise, and programmatic and operational management efficiency. As a result, we are able to provide clients with dedicated, personalized service and a vast array of knowledge specific to disaster recovery and federal funding programs.

Rostan's pillars of expertise:

Disaster Debris Monitoring
Public Assistance and Long-term Recovery
Resiliency and Mitigation

Working alongside the City, our professional personnel will augment your staff to provide enhanced solutions to many aspects of disaster response and recovery including planning and preparedness, post-disaster debris monitoring, and FEMA public assistance and mitigation funding support where appropriate.



In addition to our core services, Rostan is the sole purveyor of HaulPass®, the original and most trusted name in automated debris management. HaulPass® has been deployed on more than 100 debris monitoring projects since 2008, including more than 30 concurrent projects in Florida, Texas, Georgia, South Carolina, and Puerto Rico during the 2017 hurricane season. Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method due to resource capacity, data integrity, or hardware issues. In fact, HaulPass® was awarded the 2013 Grand Prize for Operations Management by the American Academy of Environmental Engineers & Scientists primarily due to its cost effectiveness, reliability, and ability to streamline complex data collection requirements.

Sam Rosania will serve as the primary contact person for Rostan on this project. His contact information is provided below:

Name: Sam Rosania
Title: Project Principal
Phone: 813-505-1313
Fax: 813-333-7330
E-mail: srosania@rostan.com

While our workforce continues to grow, and we gain greater capacity to service additional contracts and clients, we always maintain a capacity buffer so that we can respond even in the most unexpected situations. The 2017 hurricane season served as a perfect example. We exceeded response time requirements for all activated standby agreements. This included more than 25 activations in four states and Puerto Rico. Conservatively managing our commitments, and subsequent workload, enabled us to add additional select clients in Texas and Florida following Hurricanes Harvey and Irma. In total, we provided debris monitoring services to more than 30 clients during the 2017 hurricane season.

We appreciate the opportunity to continue to serve you in this capacity. Upon review of our Proposal we trust that you will find Rostan has a proven track record of providing the services and tasks requested in your RFP. If you should have any questions or require additional information, please do not hesitate to contact us at the address provided or call us at 813-505-1313.

Very truly yours,

A handwritten signature in blue ink, appearing to be "S. Rosania", with a long horizontal flourish extending to the right.

Sam Rosania
Executive Vice President
Rostan Solutions, LLC



ROSTAN SOLUTIONS, LLC



Rostan Solutions, LLC (Rostan) is a FL, SC, and TX-certified engineering firm tracing its origins to Malcolm Pirnie, Inc. (Malcolm Pirnie). In response to increasing client interest, in 1999 Malcolm Pirnie developed an emergency planning and disaster recovery management practice to assist clients in addressing their disaster management needs. In 2006, Malcolm Pirnie created Rostan as a wholly-owned subsidiary. In 2013, Malcolm Pirnie divested Rostan, and Rostan became an independent, privately-owned small business whose principal partners led the original development of the emergency management and disaster recovery practice while with Malcolm Pirnie in 1999. Today Rostan can proudly say that it has provided debris monitoring services for more than 100 clients throughout the United States with a history of successful federally funded projects and exemplary client satisfaction. Rostan is a client-focused firm that focuses solely on disaster response and recovery services. We currently employ more than 30 professional services personnel, all of whom maintain firsthand knowledge of federal and state-level policy, compliance, and disaster recovery programs. Our employees have extensive experience interacting with and working in coordination with Federal Emergency Management Agency (FEMA) and National Resources Conservation Service (NRCS), the two most relevant federal agencies responsible for disaster-generated debris collection efforts. Rostan has proven success in managing recovery programs and meeting complex documentation and records requirements for FEMA reimbursement in all relevant public assistance categories. Rostan employs disaster debris management personnel who have remained consistent throughout the years and together harness more than 150 years of experience in disaster recovery operations.

THOMAS & HUTTON



THOMAS & HUTTON (T&H) is a privately held professional services corporation founded in 1946. Licensed to provide engineering and surveying services in the State of Georgia, their technical competencies include civil, transportation, environmental, structural, and marine engineering; land surveying; land planning; landscape architecture; Geographic Information Systems (GIS); and Construction Administration. T&H has six offices located in Savannah and Brunswick, GA and Charleston, Columbia, Greenville, and Myrtle Beach, SC. T&H maintains strong professional relationships with state resource agencies, the Army Corps of Engineers, and local, state, and federal government representatives within our service region. These established relationships will ensure timely discovery and resolution of any project issues identified during the course of the project.

PRE-EVENT SERVICES

DISASTER PREPAREDNESS PLANS

- Debris Management Plans (e.g., for hurricanes, floods, earthquakes, weapons of mass destruction [WMD], etc.)
- Needs Assessment
- Comprehensive Emergency Management Plans
- Continuity of Operations Plans
- Mobilization Plan
- Mitigation Planning and Engineering Response and Recovery Plans
- Geographic Information Systems (GIS) Capabilities Analysis

DEBRIS MANAGEMENT SERVICES

- Available Sites Inventory Research / Permitting
- DMS Baseline Investigations and Regulatory Support
- DMS Environmental Monitoring and Closure Reports

CONTRACTS ADMINISTRATION SUPPORT

- Debris Contractor Procurement Assistance
- Contracts Management
- Storm Debris Collections Contracts Review

ADDITIONAL SERVICES

- Community Relations for Debris Removal Programs
- Training Workshops and Table-Top Exercises

POST-EVENT SERVICES

DEBRIS CONTRACTOR MANAGEMENT AND MONITORING

- Contract Administration
- Operations Routing and Mapping
- Debris Contractor Vehicle Certification
- DMS Operations Monitoring
- Quality Assurance (QA) Monitoring (load site and tower QA monitors)
- Waterway Debris and Sediment Removal Monitoring
- Private Property Debris Removal (PPDR) Management
- Demolition Debris Removal Management
- PPDR and Demolition Documentation Management
- DMS Permitting and Close-out
- Data Management and Information Systems Support

PROGRAM MANAGEMENT

- Project Management and Scheduling
- Asset Management
- Contractor Invoice Reconciliation
- GIS/GPS Interface Support
- Database Management

REGULATORY AND REIMBURSEMENT SUPPORT

- Federal Reimbursement Programs
- Grant Applications — 404, 406, CDBG
- Reporting and Permitting
- FEMA Coordination

ADDITIONAL SERVICES

- Damage Assessments of Public Infrastructure

KEY PERSONNEL

Rostan has assembled a project team consisting of highly competent professional staff with a proven track record in developing innovative solutions to complex disaster recovery challenges. Our experience is that the key to an expeditious recovery includes careful planning combined with consistent implementation of the schedule and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices and our understanding of current regulations.

We believe that maintaining close communications with the City, contractors, and FEMA representatives provides for efficient recovery management. We also believe that maximizing the use of local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. It is for these reasons that we believe Rostan is uniquely qualified to perform the services requested in the City's solicitation. Our team has been organized to best meet the needs of the City, so that we can quickly, efficiently, and cost effectively execute the projects tasks that the City requires.

KEY PERSONNEL INVOLVED IN THE PROJECT:

DARIUS STANKUNAS | PRINCIPAL • QUALITY ASSURANCE • QUALITY CONTROL

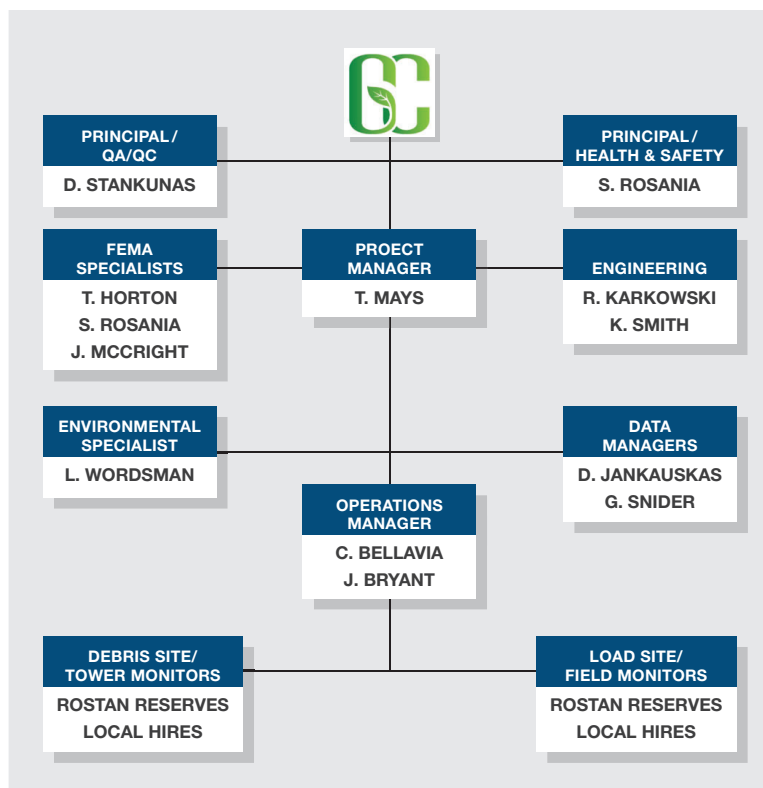
Mr. Stankunas, President of Rostan Solutions, LLC, has more than 25 years of experience in solid waste management and for the past decade has specialized in disaster planning and recovery management activities. He is an expert in pre- and post-event disaster planning and recovery and has managed numerous disaster recovery projects both at the regional and local levels. Mr. Stankunas has served as Program Manager on numerous disaster debris recovery projects through the US.

SAM ROSANIA | PRINCIPAL • CLIENT LIAISON • HEALTH AND SAFETY • FEMA SPECIALIST

Mr. Rosania will serve the City as Rostan's Project Principal. He is the Executive Vice President of Rostan and has more than 35 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management, full-cost accounting, and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. His areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan.

TOMMY B. HORTON | FEMA SPECIALIST

Mr. Horton specializes in disaster recovery and mitigation and provides solutions to identify vulnerabilities, risks, consequences, and capacity to respond to and recover from natural and manmade incidents. He supports clients in ensuring efficient use of resources, incident management, operational resiliency, and business/operational continuity. Horton is an expert in FEMA, HUD, FHWA, and DHS programs. He has worked on Federal assistance programs for long-term recovery and mitigation since 1991. Horton's team has developed some of the largest and most effective solutions funded by FEMA and HUD. He has been on staff with Rostan since 2008.



TRAVIS MAYS | PROJECT MANAGER

Mr. Mays has 11 years of experience specific to public and individual assistance post-disaster throughout the United States. He has served as Project Manager supporting disaster recovery efforts throughout the United States. Mr. Mays most recently served as Rostan's Project Manager for the US Army Corps of Engineers mission in Puerto Rico following Hurricane Maria. He specializes in multiple aspects of disaster recovery and has extensive experience in logistics, planning, reporting, and tracking project and reimbursement efforts. He has been on staff with Rostan since 2008.

LEEMING WORDSMAN | ENVIRONMENTAL SPECIALIST • GRANTS MANAGEMENT

Mr. Wordsman has nearly 30 years of experience related to regulatory compliance and permitting, and public assistance support. He has been with Rostan since 2012 and is currently overseeing Public Assistance/Grants Portal compliance for our Hurricane Irma clients. Mr. Wordsman has over 30 years of experience related to regulatory compliance and permitting, and public assistance support. In addition to his disaster experience, Mr. Wordsman is also a regulatory compliance specialist that has provided regulatory guidance and program management and impact assessment and permitting projects throughout the Northeast. Mr. Wordsman

has managed the preparation of over 50 environmental assessments and impact statements.

JASON MCCRIGHT | FEMA SPECIALIST

Jason McCright has 25 years specific to disaster recovery and mitigation. He specialized in emergency management , disaster recovery, mitigation strategies and grant funding. He works with critical infrastructure, state agencies, local communities, and industry to provide business transformation solutions to identify all-hazards vulnerabilities, risks, consequences, and capacity to respond to, recover from and mitigate against natural and man-made incidents.

RICHARD KARKOWSKI, PE, PH, CPSWQ, D.WRE | WATER RESOURCES MANAGER

Rick Karkowski has 28 years of experience in planning, analyzing, designing, permitting, constructing, operating, and maintaining water resources-related projects, including stormwater drainage systems, flood control projects, and water quality systems. He is experienced in the application of all types of hydrologic, hydraulic, and water quality models.

KEVIN SMITH, PE, CFM, LEED AP | STORMWATER ENGINEER

Kevin Smith has 20 years of experience in drainage and site development projects that includes all aspects of small- and large-scale drainage projects and residential and commercial site development. Experience includes client management, project management, project scheduling, project coordination, design team supervision, calculations and design of water distribution systems, sanitary sewer systems, storm drainage systems, sedimentation and erosion control systems, and hydrologic/hydraulic studies, preparation/review/submittal of permit documents, construction cost analysis, contract documents, technical specifications, and construction drawings.

CHRISTOPHER BELLAVIA | OPERATIONS MANAGER

Mr. Bellavia has 6 years of experience and has served as Operations Manager supporting disaster recovery efforts throughout the country. He serves as the operations manager for a 5.9 million cubic yard debris monitoring project for the United States Army Corps of Engineers in Puerto Rico following Hurricane Maria. Additionally, Mr. Bellavia served as Project Manager for debris monitoring operations for the City of North Port, FL following Hurricane Irma. Additionally, he is assisting Charleston County in pursuing public assistance funding for repairs and mitigation measures associated with damaged earth roads, paved roads and drainage systems.

JORDAN BRYANT | OPERATIONS MANAGER

Mr. Bryant has 13 years of experience and has served as Operations Manager on dozens of projects supporting disaster recovery efforts. He most recently managed debris monitoring operations for the City of Coconut Creek, FL following Hurricane Irma. He has been on staff with Rostan since 2006.

DENISE JANKAUSKAS | DATA MANAGER

Ms. Jankauskas has worked for Rostan since 2012 and has 6 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her background in graphics and design enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards.

Detailed key personnel resumes are available to the City upon request.

REFERENCES		
CHARLESTON COUNTY, SC	CITY OF COCONUT CREEK, FL	CITY OF NORTH PORT, FL
PUBLIC ASSISTANCE, GRANTS FUNDING, AND DEBRIS MANAGEMENT SERVICES 2015 FLOODING-- 35,000 CY HURRICANE MATTHEW--555,000 CY HURRICANE IRMA --58,000 CY	DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES HURRICANE IRMA -- 122,000 CY	PUBLIC ASSISTANCE, GRANTS FUNDING, AND DEBRIS MANAGEMENT SERVICES HURRICANE IRMA--63,000 CY
Department of Public Works James R. Neal, P.E., Director of Public Works, 4045 Bridge View Drive, North Charleston, SC 29405, Office: 843-202-7600, jneal@charlestoncounty.org	Department of Public Works Jim Berkman, Director of Public Works, 4900 W. Copans Road, Coconut Creek, FL 33063, Office: 954-956-1415, JBerkman@coconutcreek.net	Department of Public Works Monica Bramble, Assistant Public Works Director, 1100 N. Chamberlain Blvd., North Port, FL 34286, Office: 941-240-8060, mbramble@cityofnorthport.com

HIGHLIGHTED RECENT PAST PROJECT EXPERIENCE

DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE IRMA | FEMA DR-4337 MULTIPLE COMMUNITIES THROUGHOUT FLORIDA | 2017--PRESENT

Hurricane Irma made landfall as a Category 4 Hurricane at Cudjoe Key on September 10, 2017. It then proceeded north over the state of Florida causing severe damage throughout the state. As a result, Rostan was activated by 21 municipalities and governmental entities throughout Florida; some that had been long standing clients and others that engaged us in the immediate aftermath of the storm. We are proud to say that we met every existing contractual commitment and also responded to every call we received. As a result, we were able to provide debris monitoring services to a number of new clients, at a time when our competitors were failing to meet contractual obligations. Rostan provided a wide array of

debris management services including truck certifications, debris contractor monitoring and documentation of ROW debris removal, tree, limb, and stump removal monitoring, debris reduction monitoring and management, debris management site (DMS) oversight and closure supervision, daily operations reporting, and hauler invoice reconciliation. To date, Rostan has been responsible for managing and monitoring the removal of over 1,000,000 cubic yards of disaster generated debris from Rights-of-Way throughout the state. The Rostan team monitored debris operations by many of the leading debris hauling firms in the United States. As we do for every debris project we are engaged on, we implemented HaulPass®, our automated debris management system (ADMS) to track each load of debris collected during an event. We are proud to say that the data we gathered was 100% secure – not a single lost data point throughout our work in Florida. In addition, our team of debris management experts always relies on locally hired personnel to serve as debris monitors. We interviewed, trained and hired over 200 local staff. This approach provides an economic benefit to the community and to the many people that had jobs displaced as a result of Hurricane Irma. Our clients included:

CORAL SPRINGS IMPROVEMENT DISTRICT	CITY OF CORAL SPRINGS	CITY OF ST. PETE BEACH
MARTIN COUNTY	CITY OF DANIA BEACH	VILLAGE OF ESTERO
CITY OF NORTH PORT	CITY OF INDIAN SHORES	TOWN OF WINDERMERE
CITY OF BELLEAIR BEACH	CITY OF MADEIRA BEACH	CITY OF WINTER SPRINGS
CITY OF BELLEAIR BLUFFS	NEW COLLEGE OF FLORIDA	SUNSHINE WATER CONTROL DISTRICT
BROWARD COUNTY SCHOOL DISTRICT	CITY OF PORT ST. LUCIE	CITY OF PALM BEACH
CITY OF COCONUT CREEK	CITY OF REDINGTON SHORES	CITY OF SEWALLS POINT

Many of our clients also required assistance seeking FEMA reimbursement. A particularly challenging undertaking given FEMA's recent rollout of their new Grants Portal. In addition, Rostan provided debris management site summary reports documenting the closure of the sites and consolidating the records necessary for FEMA reimbursement.

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | MULTIPLE PROJECTS CHARLESTON COUNTY, SOUTH CAROLINA | 2015–PRESENT

HURRICANE IRMA | FEMA DR-4346 | 58,000 CY

For the third consecutive year, Charleston County fell victim to the devastating effects of weather. After Hurricane Irma hit in September 2017, disaster debris recovery efforts were underway once again. The Rostan team was on the ground mere hours after the storm hit to begin implementing the County's disaster debris management plan.

HURRICANE MATTHEW | FEMA DR-4286 | 555,000 CY

While still recovering from the impacts of the 2015 late-season floods, Charleston County was the unfortunate recipient of Hurricane Matthew's initial landfall. Hurricane Matthew profiled the east coast of Florida and Georgia before coming inland in Charleston County near the town of McClellanville. Fortunately for the County, tide sequences welcomed the Hurricane at or near low tide, minimizing the flooding impact. This did not spare the County from dramatic vegetative damage and resulted in the collection of more than 400,000 CY by private contractor, as well as an estimated 100,000 CY collected by municipal and County entities. In addition, Matthew resulted in the removal of more than 18,000 hazardous hanging limbs and trees from major arteries and more densely populated areas. Debris collection, processing, and final haul-out efforts concluded after 112 days. Rostan was activated by the County to provide debris monitoring management services augmented by HaulPass®, our proprietary ADMS system. More than 80 employees were used to collect field data and monitor hauling operations. Debris was processed at three primary DMS sites, all staffed by Rostan personnel. Additionally, five final disposal sites, some more than 75 miles away, were utilized.

FLOODING 2015 | FEMA DR-4241 | 35,000 CY

Following the historic flooding event during October 2015 throughout South Carolina, Rostan was activated by the County to assist in management of debris recovery efforts. Rostan was responsible for managing and monitoring the removal of C&D, white goods, and vegetative debris from the Right-of-Way (ROW) throughout the County. Optimized by our HaulPass® automated debris management system, Rostan provided rapid reconciliation of debris contractor invoices. Along with our team of debris management experts, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area. In total, more than 30,000 cubic yards of debris was removed during a 30-day period.

In addition, Charleston County was faced with the daunting task of restoring and repairing an extensive network of roads and drainage channels. Charleston County maintains hundreds of miles of drainage canals, stormwater ditches, and unpaved roadways, including canals and roads that are listed on the national register of historic places. Charleston County's initial damage survey found that 222 unpaved roads and 219 drainage structures sustained damages. Rostan was tasked with managing the County's disaster recovery efforts and coordinating these efforts with the Federal Emergency Management Agency (FEMA) and South Carolina's Emergency Management Division (SCEMD). This included preparation of required documentation for project worksheets for Category A — Debris Management, Category B — Emergency Protective Measures, Category C — Roads and Bridges, and Category D — Water Control Facilities. To support these efforts, Rostan reconciled multiple County departments' force account expenditures for Public Assistance (PA) emergency work categories.

DEBRIS MANAGEMENT AND MONITORING OPERATIONS | HURRICANE HARVEY | FEMA DR-4332 MULTIPLE MUNICIPALITIES THROUGHOUT TEXAS | 2017–PRESENT

Hurricane Harvey made initial landfall as a Category 4 hurricane at San José Island, Texas, on August 25, 2018. Harvey was downgraded to a tropical storm as it stalled near the coastline of the state, dropping torrential and unprecedented amounts of rainfall. In a 4-day period, many areas received more than 40 inches of rain as the system slowly crossed over eastern Texas, ultimately dissipating as it made its final landfall near the Texas-Louisiana border. As a result, Rostan was activated by 7 clients in the State of Texas:

City of Kountze	Hardin County	City of Orange	Village of Rose Hill Acres
City of Lumberton	Village of Piney Point	City of Sour Lake	Village of Rose Hill Acres

Rostan provided a wide array of debris management services including truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site (DMS) oversight, daily operations reporting and hauler invoice reconciliation. To date, Rostan has been responsible for managing and monitoring the removal of over 550,000 cubic yards of construction and demolition (C&D) debris from Rights-of-Way (ROWs) throughout the state. As we do for every debris project we are engaged on, we implemented HaulPass®, our automated debris management system (ADMS) to track each load of debris collected during the event. We are proud to say that the data we gathered was 100% secure – not a single lost data point throughout our work in Texas. In addition, our team of debris management experts always relies on locally hired personnel to serve as debris monitors. We interviewed, trained and hired over 75 local staff. This approach provides an economic benefit to many people that had jobs displaced as a result of Hurricane Harvey.

For Hardin County, our services included monitoring and tracking collection of C&D and white goods. For the Cities of Kountze, Lumberton, Rose Hill Acres, Piney Point, and Sour Lake, monitoring was limited to C&D. For the City of Orange, we also tracked collection of household hazardous waste.

TEXAS CITY INDEPENDENT SCHOOL DISTRICT (TCISD) | TEXAS CITY, TEXAS HURRICANE HARVEY RECOVERY & MITIGATION | FEMA-DR-4332 | 2017–PRESENT

Texas City Independent School District has 14 schools and nearly 9,000 students in 78.31 square miles of La Marque and Texas City. In August 2017, Texas sustained hurricane-force winds and heavy rains for a record number of days. Hurricane Harvey made landfall, causing coastal storm surge, flooding rivers and destroying homes, businesses, public and critical infrastructure as well as roads and bridges across central and southern Texas. Engaged by TCISD, Rostan monitored the remediation contractor to facilitate the emergency protective measures required for stabilization of the three LaMarque schools flooded during the Hurricane impacts.

Rostan is providing expert guidance relating to the FEMA Public Assistance (PA) program and the FEMA 404 Hazard Mitigation Grant Program (HMGP). Rostan is also providing grant accounting and administrative support with regard to disaster grants pursuits and reimbursement. Rostan works closely with the TCISD Public Adjuster to ensure that FEMA and Insurance claims are coordinated, and appropriate funding is obtained for eligible costs.

DEBRIS MANAGEMENT AND MONITORING OPERATIONS | MULTIPLE PROJECTS MARTIN COUNTY, FL | 2016–2017

HURRICANE IRMA | FEMA DR-4337 | 175,000 CY

For the second year in a row, Martin County, FL suffered substantial damages from a hurricane when Hurricane Irma made landfall in September of 2017. Rostan deployed equipment and personnel immediately following the County's request to support debris removal operations. In total, more than 175,000 cubic yards of debris were collected from eligible ROWs.

HURRICANE MATTHEW | FEMA DR-4283 | 155,000 CY

Following Hurricane Matthew in October of 2016 Rostan was activated to provide an array of debris management services including truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site oversight and daily operations reporting. Rostan was responsible for managing and monitoring the removal of 155,000 cubic yards of vegetative debris from the ROW in Martin County. Operations covered approximately 543 square miles of public ROWs. Rostan personnel were assigned to monitor and document work performed by contracted services at Hobe Sound DMS, as well as to verify final disposition of mulch at the Mike Marburger Recycling Facility and the Citrus Grove site in St. Lucie County.

Optimized by HaulPass®, our automated debris management system, Rostan also provided timely reconciliation of contractor invoices. Rostan also provided Public Assistance program guidance consultations related to eligible reimbursements for the debris recovery operation. In addition, Rostan provided debris management site summary reports documenting the closure of the sites and consolidating the records necessary for FEMA reimbursement.

EXPERIENCE OVERVIEW

Rostan has a proven track record of providing disaster debris management services throughout the United States. The projects depicted below summarize our team's experience performing similar services through the past 7 years.

2018		2016	
HURRICANE FLORENCE		FLOODING	
NORTH CAROLINA	FEMA DR-4393	LOUISIANA	FEMA DR-4277
City of Lumberton	Town of Carolina Beach	Iberia Parish	
HURRICANE MICHAEL		TORNADO	
FLORIDA	FEMA DR-4399	VIRGINIA	
Liberty County		Essex County	
2017		2015	
HURRICANE HARVEY		FLOODING	
TEXAS	FEMA DR-4332	SOUTH CAROLINA	FEMA DR-4241
City of Kountze	Hardin County	Charleston County	
City of Lumberton	Huffman ISD		
City of Orange	Little Cypress-Mauriceville ISD		
City of Rose Hill Acres	Texas City ISD		
City of Sour Lake	United Christian Academy		
Community Christian School	Village of Piney Point		
Corpus Christi ISD			
HURRICANE IRMA		ICE STORM	
FLORIDA	FEMA DR-4337	TENNESSEE	FEMA DR-4211
Broward County Public Schools	Coral Springs Improvement District	Cumberland County	White County
City of Belleair Beach	Martin County		
City of Belleair Bluffs	New College of Florida		
City of Coconut Creek	Sunshine Water Control District		
City of Coral Springs	Town of Indian Shores		
City of Dania Beach	Town of Palm Beach		
City of Madeira Beach	Town of Redington Shores		
City of North Port	Town of Sewall's Point		
City of Port St. Lucie	Town of Windermere		
City of St. Pete Beach	Village of Estero		
City of Winter Springs			
GEORGIA	FEMA DR-4338	2014	
City of Garden City	City of Tybee Island	ICE STORM	
SOUTH CAROLINA	FEMA DR-4346	GEORGIA	FEMA DR-4165
Charleston County		Jenkins County	
HURRICANE MARIA		2012	
COMMONWEALTH OF PUERTO RICO	FEMA DR-4339	HURRICANE SANDY	
USACE Jacksonville District/Xpert's Inc.		NEW YORK	FEMA DR-4085
Puerto Rico Department of Transportation and Public Works (DTOP)		USACE NY District/ECC – City of New York	
U.S. VIRGIN ISLANDS	FEMA DR-4340	USACE NY District/ECC – Fire Island	
Catholic Diocese of St. Thomas		NEW JERSEY	FEMA DR-4086
2016		Borough of Bay Head	Borough of Sea Girt
HURRICANE MATTHEW		Borough of Bernardsville	Borough of Tinton Falls
FLORIDA	FEMA DR-4283	Borough of Highlands	NJDEP – Waterway Debris Monitoring
City of Port St. Lucie	Town of Sewall's Point	Borough of Keansburg	Township of Brick
Martin County		Borough of Little Silver	Township of Hillside
GEORGIA	FEMA DR-4284	Borough of Manasquan	Township of Hopewell
City of Garden City		Borough of Ocean Gate	Township of Middletown
SOUTH CAROLINA	FEMA DR-4286	Borough of Point Pleasant Beach	Township of Old Bridge
Berkeley County	Charleston County	Borough of Red Bank	Township of Readington
		Borough of Roselle	
2011		2011	
HURRICANE IRENE		HURRICANE IRENE	
VIRGINIA	FEMA DR-4024	VIRGINIA	FEMA DR-4024
City of Williamsburg	York County	City of Williamsburg	York County
James City County			
EF-5 TORNADO		EF-5 TORNADO	
MISSOURI	FEMA DR-1980	MISSOURI	FEMA DR-1980
USACE KC District – City of Joplin		USACE KC District – City of Joplin	
EF-5 TORNADO		EF-5 TORNADO	
ALABAMA	FEMA DR-1971	ALABAMA	FEMA DR-1971
City of Birmingham		City of Birmingham	

UNDERSTANDING THE CLIENT

The City of Garden City (City) is prepared to hire a qualified firm to provide post-disaster Debris Monitoring and Public Assistance Consulting services. The selected firm shall be knowledgeable in Federal Emergency Management Agency (FEMA), other applicable regulations, guidelines and operating policies. The firm will support the City during a disaster recovery effort and will be responsible for all aspects of the debris monitoring process. The firm shall coordinate with the disaster debris removal Contractor and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. It is anticipated that the scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring, Load Ticket Processing, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, FEMA Public Assistance Support, Reporting and Coordinating with the City's Project Manager, Public Information Officer Support, Training and other related services as directed by the City.

ROSTAN APPROACH, SCHEDULE, AND BUDGET

Our strategy and approach is based upon extensive experience with disaster recovery projects. We have incorporated lessons learned from previous disasters into our plan for this submittal. For this assignment, we anticipate our primary base of operations will be located at the Temporary Debris Management Site. We clearly understand the range of challenges when working in a disaster affected area, including those associated with staffing, lodging, vehicles, power outages, communications, fuel shortages, as well as food and other consumables.

ROSTAN DEBRIS COLLECTION, MANAGEMENT AND DISPOSAL PLAN

DEBRIS MANAGEMENT OPERATIONS AND REPORTING

Rostan will communicate and coordinate with the City and Debris Contractor to facilitate field operations. Field monitors are deployed with debris contractor crews to monitor the loading of trucks and to issue load tickets. We provide area field supervisors that are responsible for a defined geographic area in support of monitoring efforts. Our supervisors will work closely with the City's recovery Manager and Field Service Representatives to anticipate and address changing field conditions, manage communications, deploy field staff, and make adjustments as necessary to efficiently manage debris collection operations. Our HaulPass® System provides timely data from the field in terms of trucks deployed, volume of materials received at each DMS, and GPS mapping of debris removal efforts.

Rostan staff will coordinate and communicate with the City regarding overall debris recovery status, Debris Contractor performance and daily debris recovery operations. Rostan provides daily reporting to document each day's activities and the HaulPass® Event Manager is accessible via a web interface to view "real time" operational information. A daily report will be provided the morning of the following day, and weekly reports can be provided if requested. The daily report format shall be approved by the City.

ROW DISASTER DEBRIS COLLECTION MONITORING

Our right-of-way (ROW) load site quality assurance monitors (ROW Monitors) are trained with respect to FEMA 325 and FEMA 327 guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. Rostan's Operations Manager and Supervisors work closely with the City and Debris Contractor personnel to provide ROW Monitors for each debris crew mobilized by the Debris Contractor. Rostan's Operations Manager and Supervisors are responsible for ROW Monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries.

Each Rostan ROW Monitor will be equipped with a HaulPass® handheld unit as well as all necessary field equipment and required health & safety personal protective equipment (PPE). Rostan ROW Monitors are capable of performing any of the tasks listed in the City's RFP.

MONITORING DMS OPERATIONS

We conduct frequent observations throughout the debris management process as debris is stored, reduced, and removed from various sites, and until site restoration to pre-disaster condition is complete. We evaluate the debris contractor's procedures for proper storage, management, and disposal of all debris types and advise the City of any potential issues that could affect reimbursement funding. Following debris operations, our project team will prepare a DMS closure report documenting the site conditions upon closure.

TOWER MONITORING AND LOAD CALLS

Rostan provides Tower Monitors that have extensive experience in DMS monitoring activities and have worked with us on previous disaster recovery events. Rostan Tower Monitors understand debris site management and equipment. It has been observed by others that Rostan Tower Monitors are among the most professional and technically competent in the industry. Our monitors are trained to verify the truck volume, identify truck modifications, accurately make the load call, document daily volumes managed, and observe contractor activities.

EQUIPMENT AND VEHICLE CERTIFICATION

Rostan has experienced and fully dedicated and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification sites, establish the certification sites, oversee certification operations, certify equipment, and provide

accurate record keeping to maximize reimbursement. We have established an electronic data capture protocol for equipment certification operations utilizing our HaulPass® System.

Rostan staff understand the importance of equipment and vehicle certifications. Rostan utilizes the HaulPass® system for digitally recording, storing and managing the information associated with each piece of equipment. Certifications can be provided for cubic yardage and/or tonnage. Rostan certification teams are experienced with volumetric measurement and calculations for all types of debris contractor vehicles and equipment used in the industry. Our certification staff follow Rostan’s standard operating procedures which are consistent with FEMA 327. Rostan certification teams can certify 24 hours per day, 7 days per week if required.

HAULPASS®: OUR AUTOMATED DEBRIS MANAGEMENT SYSTEM AND APPROACH

HaulPass® completely eliminates the need for paper (manual) load tickets during a debris removal mission. HaulPass® is the most tested, proven, paperless, and reimbursed ADMS in the industry. Through the use of mobile data capture technology and encrypted smart cards, HaulPass® establishes a secure data environment for collection and management of critical information that can be adapted to meet a variety of contract parameters. Data collected using HaulPass® is made available to stakeholders through a role-based secure web portal. Rostan minimizes cost to clients by utilizing HaulPass® for field data collection efforts, eliminating the need for data entry clerks.

The electronic debris management system creates load tickets electronically eliminating the need for hand written and scanned tickets. The system features include the following:

- Paperless electronic (handheld device) data collection
- Database is internet accessible to subcontractors, City, state, and other public entities on a need to know basis.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Coordination of contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

The HaulPass® Event Manager database is available via a secure internet portal (website) to all parties involved in the debris recovery process via a role-based security access system to provide concise and accurate presentation of the data collected in the field. This data repository allows the stakeholder to utilize a central and consistent data set that increases the efficiency of reporting, invoice reconciliation, and supports PW development. Event Manager also has a map-based GIS application. HaulPass® uses open-source MapGuide for this function. GIS provides the user with the ability to access load tickets, debris sites, contractors, field monitors, etc., on a geographic basis.

PUBLIC INFORMATION

Rostan will assist City public information staff in preparing public service announcements and other media as necessary. Rostan shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor. Property damage complaints and photographs will be tracked using GPS.

FEMA REIMBURSEMENT AND PROJECT WORKSHEET (PW) SUPPORT

The final component of our work is to make sure that what took place following the disaster is properly documented and that the City maximizes its reimbursement funding from FEMA and other funding agencies. Throughout the course of the project our team will monitor and document debris contractor collection and disposal operations in order to maximize the reimbursement of eligible costs incurred by the City. Daily operations reports and the HaulPass® database will provide the basis for final reports that may be required for PW and reimbursement supporting documentation.

Rostan has provided assistance with FEMA and other federal agency reimbursements and appeals following a disaster as our references can attest. Our team will assist the City in writing, compiling and reviewing FEMA PWs, as well as associated Direct Administrative Costs. Our qualified team will also assist the City with reviewing and facilitating other FEMA reimbursement documentation requests as applicable, as well as supporting any appeals for requests to FEMA or any Office of Inspector General audits.

PUBLIC ASSISTANCE CONSULTING

Rostan has assisted numerous communities with post incident operations and has provided assistance with FEMA and FHWA reimbursement and appeals following natural disasters. Our disaster consulting and grants funding clients include:

St. Petersburg, FL	Nashville Metro Water (2010 Floods)
Charleston County, SC	Bergen County Utilities Authority (NJ) Wastewater Facilities
Brick Township, NJ (Hurricane Sandy)	U.S. Army Corps of Engineers (MS, LA, MO, NY)
Borough of Highlands, NJ	Solid Waste Authority of Palm Beach County, FL
Cumberland County, TN	Hillsborough County, FL
Florida Division of Emergency Management Mitigation Bureau	

Rostan has extensive experience with short-term and long-term recovery of Public Infrastructure. We provide a cradle to grave approach to ensure that every eligible cost is captured and reimbursed by the federal programs.

We have developed systematic processes for implementing program support for Public Assistance. This approach has been developed through multiple post-incident long-term recovery and mitigation efforts for declared disasters throughout the U.S., including Hurricanes Katrina and Sandy, as well as the support of state-wide Florida Mitigation Programs for almost a decade.

Rostan includes experts in long-term recovery and mitigation planning, infrastructure, federal assistance programs, environmental and historic preservation, and hazard modeling, in addition to unique and cutting edge technical resources. The Team encompasses the expertise necessary to deliver effective solutions for critical infrastructure. Our approach combines team expertise with a trained national footprint of skilled professionals to ensure the best solution.

Rostan uses local qualified resources, supplemented by regional and national expertise, to minimize travel costs and maximize efficient use of local and regional knowledge of state and local regulatory, environmental, facility, historic and cultural characteristics pertinent to the assignment. We will provide expertise and guidance in the development of strategy and execution of recovery activities.

PUBLIC ASSISTANCE FUNDING SUPPORT

As an integral part of disaster management consulting, Rostan has provided financial consulting services to its clients. Our proven experience with technical disaster recovery and strategy development and implementation maximizes disaster assistance for clients. We understand the dynamics of disaster recovery financial planning, resource allocation, as well as the need for financial stability. We have extensive experience in representing clients’ costs to federal agencies and throughout the life cycle of disaster management, including reimbursements and quarterly reporting requirements and project closeout. Our staff have coordinated state and federal audit resolutions as well as handled appeals processes for our clients.

The federal programs administered by FEMA require that their representatives create and submit the sub-grant submittals for local applicants. Rostan can draft sub-grant narratives and documentation to be provided to FEMA representatives. The following outlines actions that may be taken in pursuit of FEMA funding:

- Identify costs incurred during the response.
- Organize all actual cost documentation into site specific activities and FEMA PA categories of work.
- Develop damage descriptions and scopes of work for each category and emergency repair site.
- Compile the damage descriptions, emergency repairs scopes of work and actual cost documentation into sub-grant submittal drafts to be provided to FEMA.
- Organize all actual cost documentation, descriptions of impacts and scopes of work for the emergency protective measures and debris removal conducted, as well as scopes of work for damaged infrastructure. These will be provided to FEMA for inclusion in the development of Category A and G Project Worksheets (PWs).
- As FEMA develops the PWs, Rostan can provide any information or conduct coordination meetings as required by those representatives to complete the process.
- Rostan can develop scopes of work for each damaged facility to restore those facilities back to pre-incident conditions. The development of the permanent restoration projects will include the following:
 - >> Description of pre-existing conditions
 - >> Narrative of the impacts of the incident
 - >> Vulnerabilities identified through the impacts
 - >> Mitigation proposal and scope of work
 - >> Scope of Work; Codes and Standards upgrades
 - >> Cost estimates for restoration and mitigation
 - >> Plan for use of contractors account; schedules
 - >> Benefit Cost Analysis (as necessary)
- Develop packaged sub-grant submittal drafts for review and COUNTY submittal to FEMA.

As federal agency representatives develop the PWs, Rostan can provide any additional information or conduct site visits as required by those representatives to complete the process. Regardless of the funding agency, we work diligently to minimize costs so that our clients receive the maximum reimbursement possible. Collectively, our team has assisted clients in pursuit of more than \$5 billion in federal assistance in just the past two years.

STATE AND FEDERAL GRANT SUPPORT

Rostan has developed a proven method for accounting for and correlating costs for federal grants. This approach defines a program management strategy with standard operating procedures, communication protocols and oversight, such that our clients are several steps ahead of the State and FEMA. We are very familiar with negative financial and program audit findings that plague FEMA programs. Our approach will anticipate those issues before they can threaten funding, resulting in a successful recovery process. We are masters of the FEMA Benefit Cost Analysis process that is essential to HMGP grant approvals.

HAZARD ANALYSIS AND VULNERABILITY ASSESSMENTS

Rostan has performed numerous “threat specific” and “all hazards” vulnerability assessments for utilities, communities and industries nationwide. We have provided systematic analysis for our clients in identifying critical assets and operations, hazard exposure and/or threat potential and the consequence impacts of losing these assets and operational capacity.

ROSTAN PRICING SCHEDULE

A comprehensive schedule of rates is provided below. All rates may not be applicable to properly perform the duties and tasks required for a given disaster recovery project.

DEBRIS MONITORING OPERATIONS	
Labor Category	Hourly Rate
Project Manager	\$78.00
Collection and Disposal Operations Manager	\$62.00
Environmental / Technical Specialist	\$68.00
GIS Analyst	\$65.00
Data Manager	\$60.00
Debris Monitoring Field Supervisor	\$42.00
Debris Site/Tower Monitor	\$35.00
Billing/Invoice Analyst	\$35.00
Field Coordinator (Crew Monitor)	\$33.00
Administrative Assistant	\$28.00
FEMA Reimbursement Specialist	\$120.00
**ROSTAN exclusively uses the HaulPass® ADMS for all data collection efforts eliminating the need for Data Entry Clerks. Costs associated with the utilization and deployment of HaulPass® are included in the above listed rates.	

PUBLIC ASSISTANCE/GRANTS MANAGEMENT/PLANNING	
Labor Category	Hourly Rate
Subject Matter Expert	\$205.00
Senior FEMA Reimbursement Specialist	\$195.00
Principal / Program Manager	\$190.00
Project Manager	\$170.00
Senior Grants Management Consultant	\$170.00
Project Grants Management Consultant	\$145.00
Grants Management Consultant	\$120.00
FEMA Reimbursement Specialist	\$120.00
Grants Administrator	\$85.00
Senior Consultant / Planner / Engineer	\$175.00
Project Consultant / Planner / Engineer	\$155.00
Consultant / Planner / Engineer	\$135.00
Junior Consultant / Planner / Engineer	\$110.00
Floodplain Mgmt Specialist	\$135.00
Benefit Cost Analysis Specialist	\$145.00
Grants Data Specialist	\$105.00
GIS / HAZUS Specialist	\$125.00
Senior Engineering Technician	\$90.00
Engineering Technician	\$78.00
Senior Field Technician	\$64.00
Field Technician	\$52.00
Administrative Specialist	\$38.00

Note: Rates are inclusive of all costs with the exception to those expenses related to allowable mileage and/or rental vehicles, rental vehicle petroleum products, and lodging. Expenses will be directly passed through without markup. Receipts will be provided.

EXHIBIT A
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 10 \ 24 \ 2018

Signature: 

Printed Name: Sam Rosania

Title: Executive Vice President

Company: Rostan Solutions, LLC

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The City of Garden City requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Company Name: Rostan Solutions, LLC

Authorized Representative Name and Title: Sam Rosania, Executive Vice President

Signature of Authorized Representative: 

**EXHIBIT C
NON-COLLUSION OATH**

STATE OF South Carolina

COUNTY OF Charleston

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

Sam Rosania and made oath that the Consultant herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Consultant, or themselves, to obtain information that would give the Consultant an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Consultant, or themselves, to gain any favoritism in the award of the Contract.




Affiant Signature

Sworn to (or affirmed) and subscribed before me this 24th day of October,

20 18, by Heather M. Bishop.

[STAMP HERE]

HEATHER M. BISHOP
Notary Public, State of South Carolina
My Commission Expires 9/29/2027



Signature of Notary Public
State of South Carolina

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

**EXHIBIT D
GOOD FAITH AFFIDAVIT**

I hereby propose to provide the services requested in the City of Garden City's RFP and, if awarded, enter into a contract with the City of Garden City. I agree that the terms and conditions of the City of Garden City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Consultant or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of City of Garden City or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Rostan Solutions, LLC
Company Name

3433 Lithia Pinecrest Road, Suite 287
Mailing Address

Valrico, FL 33596
City, State & Zip Code


Authorized Signature

813-505-1313 / 813-333-7330
Telephone Number/Fax Number

Sam Rosania, Executive Vice President
Name & Title, Printed

srosania@rostan.com
Email Address

State of South Carolina

County of Charleston

This foregoing instrument was acknowledged before me this 24 day of October, 2018, by

Sam Rosania, who is personally known to me or produced _____ as identification.

HEATHER M. BISHOP
Notary Public, State of South Carolina
My Commission Expires 9/28/2027
[STAMP HERE]


Signature of Notary

APPENDIX B INCLUDES:

Example TASK ORDER (TO)

AGREEMENT FOR CONSULTING SERVICES BETWEEN

OWNER AND CONSULTANT

TASK ORDER NO.

This Task Order has been prepared in accordance with the Agreement for Consulting Services between CONSULTANT and OWNER, dated November 29 ,2018.

Scope of Services

(insert description of scope of services)

Schedule

(insert schedule)

Fee:

(insert fee proposal)

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of:

CONSULTANT

OWNER

Ronald Feldner
City Manager

Date

Date

APPENDIX C INCLUDES
REQUIRED FORMS

Drug Free Workplace Certification Form

Equal Employment Opportunity Certification

Non-Collusion Oath

Good Faith Affidavit

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: ____________

Signature: _____

Printed Name: _____

Title: _____

Company: _____

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The City of Garden City requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Company Name: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative:

EXHIBIT C
NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

_____ and made oath that the Consultant herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Consultant, or themselves, to obtain information that would give the Consultant an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Consultant, or themselves, to gain any favoritism in the award of the Contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20____, by _____.

Signature of Notary Public

[STAMP HERE] State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT D
GOOD FAITH AFFIDAVIT

I hereby propose to provide the services requested in the City of Garden City's RFP and, if awarded, enter into a contract with the City of Garden City. I agree that the terms and conditions of the City of Garden City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Consultant or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of City of Garden City or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of _____

County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

[STAMP HERE]

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO AN AGREEMENT WITH GOODWIN MILLS CAWOOD (GMC) FOR THE PROVISION OF ENGINEERING SERVICES IN CONNECTION WITH THE REPAIR AND REHABILITATION OF SANITARY SEWERS LOCATED ON THE EASTERN SIDE OF THE CITY ALONG THE MAIN STREET CORRIDOR IN GARDEN CITY; TO AUTHORIZE THE CITY MANAGER TO EXECUTE A WORK ORDER TO CONTRACT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, (the City) has been involved for the last 4.5 years in a citywide sanitary sewer system repair and rehabilitation (R&R) program to address various R&R issues including but not limited to sewer system inflow & infiltration (I&I), damaged/degraded pipe systems, etc. utilizing the services of CaJenn Construction (CaJenn) for the R&R field work and GMC as the consulting engineer; and

WHEREAS, the City is desirous of re-engaging the engineering services of GMC to assist with the engineering analysis and design of a sanitary sewer system R&R and I&I program on sanitary sewer lines located generally in the eastern sectors of the city on the western side of Main Street and North of Brampton Road; and,

WHEREAS, recent work performed by CaJenn under the oversight of GMC indicated that extensive repairs were needed for the sanitary sewer system located in this area and that the complexity of the R&R work necessitates that the City formulate a comprehensive R&R plan for the area to include additional engineering analysis and design for the most practical and cost effective solution to the problems identified; and,

WHEREAS, GMC has developed a unique insight and understanding of the citywide R&R program as a result of their work over the last 4.5 years and is well-qualified to provide the needed engineering such that their continued engagement with this latest project will be beneficial to the City as a result thereof; and,

WHEREAS, GMC has submitted a Work Order for the needed services at a fee of \$40,000.00, which the City staff deems reasonable with respect to performance of both the scope and price of the work, a copy of said work order being attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council of Garden City, Georgia, shall engage the professional services of GMC to analyze and design the necessary R&R program for the problematic sanitary sewer lines in the project area noted herein and to devise a construction plan to address the R&R issues identified in the most efficient manner based on such factors as economics, above ground traffic, structures, landscaping and proximity to governmental waters, all in accordance with applicable regulatory requirements while maintaining sewer service to all customers in the area.

2. The City Manager is hereby authorized to execute, on behalf of the City, the Work Order attached hereto as Exhibit "A" defining both the scope of work and the proposed fee of \$40,000.00, for the performance of such work as described herein. The City Manager shall also be authorized to execute, on behalf of the City, the written contract with GMC incorporating all of the terms in the Work Order, and any other terms which he and the City Attorney deem necessary to further the intent of this Resolution.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this ____ day of December, 2018

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of December, 2018.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION TO AMEND THE REGULAR MEETING SCHEDULE OF THE GARDEN CITY CITY COUNCIL; TO ELIMINATE THE DECEMBER 17, 2018 REGULAR MEETING OF CITY COUNCIL.

BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia:

WHEREAS, it is desirous to amend the regular meeting schedule of the Garden City City Council to eliminate the December 17, 2018 regular meeting of City Council;

WHEREAS, an amendment to the regular meeting schedule of the City Council is not detrimental to the proper and diligent administration of the City; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia in regular session assembled, that they do hereby approve and amend the regular meeting schedule of the Garden City City Council as herein described.

ADOPTED this 3rd day of December 2018.

Don Bethune, Mayor

RECEIVED AND APPROVED this 3rd day of December 2018.

Rhonda Ferrell-Bowles, Clerk of Council

Memo

To: **Mayor & City Council**

From: Finance Director / Clerk of Council

cc: City Manager

Date: November 30, 2018

Re: **Write-off 2011-2012 Utility Accounts Receivables Deemed Uncollectible**

In accordance with the accounts receivable write-off of uncollectible utility debt policy adopted by the City Council on November 21, 2016, annually and/or as warranted, the finance/utility billing staff will identify any utility accounts receivable that meets the criteria for designation as an uncollectible account and prepare a request for write-off of the accounts receivable (bad debt) for submittal to the City Council for consideration.

Please find attached the list of 2011-2012 utility accounts discussed at the November 26, 2017 workshop that the City's collection company, Penn Credit has identified as older than six (6) years and therefore no longer eligible to be collected. Staff is requesting City Council to authorize the write-off of the 2011-2012 utility accounts receivables (bad debt) totaling \$41,979.54.

If you have any questions, please let me know.

2011-2012 Utility Accounts Penn Credit Deemed Uncollectible

Acct. #	Account	Placed Date	Service Date	Balance
008-2150-01	FORTUNE, HOUSE	February 27, 2014	March 19, 2012	\$438.90
001-0430-02	BLACKWELL, GLORIA	September 17, 2013	May 17, 2012	\$278.65
001-0530-03	BURNS, BARBARA	September 17, 2013	June 19, 2012	\$202.85
001-0560-02	CASTRO, JOSE GENARO	September 17, 2013	November 18, 2011	\$206.46
001-0990-02	ROBINSON, JOSEPH M. OR SONJA	September 17, 2013	July 20, 2012	\$159.58
001-2330-04	ALVIN, DARIUS	September 17, 2013	July 20, 2012	\$150.91
001-2380-01	ABURTO, LAZARO	September 17, 2013	December 19, 2011	\$165.76
003-0661-01	DELOACH, SHARON	September 17, 2013	January 19, 2012	\$25.40
003-1360-02	MORSE, JEFF	September 17, 2013	September 19, 2012	\$117.65
003-1720-01	STANLEY, DIANE	September 17, 2013	June 19, 2012	\$432.64
003-2160-01	LUMPKIN, PHILLIP C	September 17, 2013	January 19, 2012	\$62.20
004-1130-02	INDUSTRIAL RUBBER & SUPPLY	February 27, 2014	May 17, 2012	\$362.86
004-2060-03	WILSON, ANITA	July 8, 2014	October 18, 2012	\$182.88
007-2880-01	AMIT	February 27, 2014	May 17, 2012	\$430.40
006-0190-01	KING, JAMES, SR	September 17, 2013	December 19, 2011	\$478.22
006-0490-01	SHANNON, PATTIE R	September 17, 2013	April 19, 2012	\$536.78
006-0940-02	OSBORNE, GWENDOLYN	September 17, 2013	April 19, 2012	\$421.33
006-1220-01	BAILEY, JOHN E, SR	September 17, 2013	August 20, 2012	\$256.95
007-1310-01	MCRAE, SHERCIKA	September 17, 2013	April 19, 2012	\$413.47
007-2730-01	ROBINSON, ROSCOE	September 17, 2013	December 19, 2011	\$384.48
008-1250-01	MORRIS, CYNTHIA A	September 17, 2013	August 20, 2012	\$437.33
008-1130-03	OLVERA, ESTEFANIA	September 17, 2013	December 19, 2011	\$75.60
003-0370-03	GRAHAM, CHRISTOPHER CHAD	September 17, 2013	January 19, 2012	\$58.65
009-0860-02	REGISTER, DENESE	September 17, 2013	April 19, 2012	\$254.28
009-1130-01	RAHN, JUDY A	September 17, 2013	April 19, 2012	\$61.99
009-1910-02	GODWIN, LAURIE S	September 17, 2013	March 19, 2012	\$29.11
009-1872-02	CHANEY, CHAZ R	September 17, 2013	December 19, 2011	\$86.82
010-0620-01	EDWARDS, TONY	September 17, 2013	January 19, 2012	\$25.65
014-0140-01	EDWARDS, KEITH	September 17, 2013	January 19, 2012	\$35.71
014-0830-01	GIVENS, DONALD R	September 17, 2013	June 19, 2012	\$49.42
014-0983-01	ARKWRIGHT, MONIQUE	September 17, 2013	April 19, 2012	\$73.58
014-0828-01	DIXON, SALENCIA	September 17, 2013	November 18, 2011	\$47.02
014-2480-01	ONEAL, KAREN HARDEN	September 17, 2013	September 19, 2012	\$76.43
015-3502-02	MIMS, SHRONNIE OMAR	September 17, 2013	May 17, 2012	\$89.00
097-0704-01	MORRIS, HELEN & MILTIADES	July 8, 2014	January 19, 2012	\$36.57
097-0705-01	MORRIS, HELEN & MILTIADES	July 8, 2014	January 19, 2012	\$143.24
097-1029-02	C BEST CHARLENE, H & ANDREW	July 8, 2014	March 19, 2012	\$293.60
097-0698-01	HOLDINGSLLC, PROSPERITY	July 8, 2014	November 18, 2011	\$1,599.08
007-1530-03	SMITH, SHARON	September 17, 2013	January 19, 2012	\$897.54
007-1820-04	BROWN, BRIGITTE	September 17, 2013	January 19, 2012	\$263.96
007-1290-03	HARDY, CORLETTA L	September 17, 2013	September 19, 2012	\$235.23
014-0615-03	HARRIS, LATEKA S	September 17, 2013	April 19, 2012	\$249.58
002-2260-03	MARTINEZ, RAMON	September 17, 2013	April 19, 2012	\$60.62

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Acct. #	Account	Placed Date	Service Date	Balance
014-0839-02	CARROLL, SHANIKA	September 17, 2013	February 17, 2012	\$67.28
014-0976-02	GRANT, PRIMUS	September 17, 2013	January 19, 2012	\$44.01
005-1780-02	CAPERS, EMERAL	July 8, 2014	August 20, 2012	\$656.20
011-0026-01	RYAN, JAMES	September 17, 2013	February 17, 2012	\$93.33
005-1261-03	HOUSE, SHARON	September 17, 2013	March 19, 2012	\$186.21
014-0355-02	BAGWELL, KIM	September 17, 2013	July 20, 2012	\$45.46
002-2230-05	COOPER, LAKISHEYA	June 25, 2013	December 19, 2011	\$108.56
003-0980-05	MANIGO, ELIZABETH	June 25, 2013	March 19, 2012	\$88.32
002-1470-04	CHISOLM, JOE	September 17, 2013	November 18, 2011	\$243.13
017-0285-01	VASQUEZ, IRMA	September 17, 2013	October 18, 2012	\$220.48
017-0380-01	ABURTO, RAUL	September 17, 2013	April 19, 2012	\$55.37
017-0170-01	RICHARDSON, BETTY	September 17, 2013	August 20, 2012	\$308.57
015-0704-03	JOHNSON, SHANTELL	September 17, 2013	May 17, 2012	\$152.14
014-0985-01	ROBERSON, CLYDIE	June 25, 2013	October 18, 2012	\$66.24
014-2401-02	KING, LATASHA	June 25, 2013	June 19, 2012	\$263.78
006-0970-03	REED, FRED A	June 25, 2013	December 19, 2011	\$1,334.24
006-1310-02	WEST, KEVIN D	June 25, 2013	December 19, 2011	\$94.91
008-2000-05	MOSBY, DIANA	June 25, 2013	January 19, 2012	\$250.78
008-1600-02	SMITH, JOHNNY J	June 25, 2013	November 18, 2011	\$463.98
003-0190-03	STEVENS, JULIE	June 25, 2013	July 20, 2012	\$166.17
007-2520-05	HEYWARD, KIEWANDRA	June 25, 2013	September 19, 2012	\$428.53
002-1170-04	DELGADO, OSCAR	June 25, 2013	July 20, 2012	\$41.00
014-0275-02	GRAY, NICOLE	June 25, 2013	July 20, 2012	\$129.61
003-0040-09	WALLACE, WALTER	June 25, 2013	March 19, 2012	\$72.67
015-3501-02	KAAPA, JERRY	June 19, 2013	October 18, 2012	\$35.16
007-1130-02	PAYTON, ROBERT	September 17, 2013	December 19, 2011	\$516.26
007-2460-04	BROWN, LINDA	June 25, 2013	January 19, 2012	\$1,224.32
006-0550-04	MINCEY, RICARDO	June 25, 2013	June 19, 2012	\$213.64
005-1279-04	LACEY-JAMES, RACHEAL	June 25, 2013	May 17, 2012	\$381.50
003-0160-07	BUTLER, ANTWON	June 25, 2013	November 18, 2011	\$512.85
017-0475-02	BROWN, SHANNON K	June 19, 2013	February 17, 2012	\$108.64
014-0860-02	VEREEN, EDWIN	June 25, 2013	October 18, 2012	\$56.99
007-2241-05	HAYNES, LATISHA	June 25, 2013	November 18, 2011	\$312.69
017-0360-02	GARDNER, LAKYTRA	June 25, 2013	January 19, 2012	\$858.89
014-0946-02	CARVER, MICAH G	June 25, 2013	October 18, 2012	\$70.03
017-0080-02	SMITH, DENNIS	June 19, 2013	September 19, 2012	\$41.00
014-1021-02	RIVERS, MIKERRA	June 25, 2013	February 17, 2012	\$59.70
015-1803-01	KELLY, CHRISTOPHER	June 19, 2013	February 17, 2012	\$88.04
008-1960-04	WHITTEN, TIFFANY	June 25, 2013	December 19, 2011	\$153.25
004-2320-04	EXPRESSIONS, UNIQUE	June 19, 2013	November 18, 2011	\$297.08
014-2141-01	RUBIO, BENJAMIN	June 25, 2013	October 18, 2012	\$47.78
003-1630-03	COLUMBIA, KENNETH	June 25, 2013	January 19, 2012	\$107.20
007-1139-02	OWUO-HAGOOD, TAKUMA	June 25, 2013	December 19, 2011	\$218.71

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Acct. #	Account	Placed Date	Service Date	Balance
014-2295-02	JACKSON, DEREK J	June 25, 2013	August 20, 2012	\$112.14
017-0390-02	ESCALANTE, ELENA	June 19, 2013	December 19, 2011	\$229.29
015-2706-03	WALLACE, CHARLES	June 19, 2013	August 20, 2012	\$74.57
017-0400-02	ROBERSON, SYNTHIA	June 19, 2013	July 20, 2012	\$443.14
010-0710-06	MURPHY, SANDRA	June 25, 2013	April 19, 2012	\$92.29
014-0877-04	GODFREY, ERIKA	June 25, 2013	December 19, 2011	\$228.54
001-2100-06	CABRERA, TATIANA	June 25, 2013	September 19, 2012	\$203.09
017-0030-05	JACKSON, ANDREA DENAE	June 19, 2013	May 17, 2012	\$162.61
017-0230-04	NORAFLEET, ARNECIA	June 19, 2013	April 19, 2012	\$223.02
005-2000-03	SAVANNAH OPS LLC	June 19, 2013	February 17, 2012	\$99.45
017-0279-01	COOPER, EBONY	September 17, 2013	December 19, 2011	\$1,120.94
005-1790-06	JONES, BRIAN	June 25, 2013	December 19, 2011	\$245.81
017-0401-01	FOSTER, JUANITA	June 25, 2013	August 20, 2012	\$730.80
014-2100-03	WILLIAMS, CORINA	June 25, 2013	March 19, 2012	\$43.43
008-1840-05	FERGUSON, ALICIA A	June 25, 2013	June 19, 2012	\$141.88
014-0992-01	JOHNSON, NICHOLAS	June 25, 2013	November 18, 2011	\$70.38
014-0435-02	MCKAY, JAUDON	June 25, 2013	September 19, 2012	\$257.90
014-2586-03	MCELVEEN, CHRIS	June 25, 2013	June 19, 2012	\$77.65
008-0670-06	STONE, MIRANDA	June 25, 2013	April 19, 2012	\$211.52
014-2551-02	LEIVA, DAISY	June 25, 2013	June 19, 2012	\$702.46
014-2050-04	LOCKHART, HARRISON	June 25, 2013	March 19, 2012	\$149.35
017-0495-03	MCFADDEN, CEDRIC	June 19, 2013	October 18, 2012	\$56.01
017-0109-01	BARNARD, STEVEN	June 19, 2013	June 19, 2012	\$407.10
017-0240-03	POSTELL, BARBARA	June 19, 2013	February 17, 2012	\$65.42
017-0051-02	HARLEY, PASCAL	June 19, 2013	May 17, 2012	\$108.69
007-0701-03	ANDERSON, TAMMY	June 25, 2013	January 19, 2012	\$344.11
007-0705-05	THOMAS, TORY D	June 25, 2013	October 18, 2012	\$613.27
014-0866-04	HICKS, ROBERT T	June 25, 2013	June 19, 2012	\$55.14
017-0560-03	KING, MICHAEL	June 19, 2013	October 18, 2012	\$236.51
008-1510-07	GODWIN, THOMAS	June 25, 2013	October 18, 2012	\$278.25
014-0720-06	JOHNSON, SHAWANA	June 25, 2013	January 19, 2012	\$86.14
014-2576-02	MARTINES, DANIEL MEDINA	June 25, 2013	August 20, 2012	\$43.41
014-2081-02	CRUMBLEY, SHALIDA	June 25, 2013	August 20, 2012	\$54.81
014-2485-02	CHAVIS, GARY	June 25, 2013	June 19, 2012	\$49.68
014-2138-03	MENDIOLA, GABRIELA	June 25, 2013	March 19, 2012	\$67.13
017-0480-03	MILLER, MARILYN	June 19, 2013	June 19, 2012	\$136.64
002-1470-05	FERRELL, KRISTI	June 25, 2013	March 19, 2012	\$192.32
017-0340-04	MYERS, INDIA	June 19, 2013	March 19, 2012	\$214.91
007-2241-06	BROWN, SOPHIA	June 25, 2013	September 19, 2012	\$218.23
005-1278-03	BELL, VICKY	June 25, 2013	March 19, 2012	\$36.13
017-0515-03	KING, MARLON	June 19, 2013	April 19, 2012	\$234.45
017-0501-02	DELL, NATHANIEL J	June 19, 2013	May 17, 2012	\$222.37
014-2175-03	FUENTES, MARIA C	June 25, 2013	October 18, 2012	\$156.46

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Acct. #	Account	Placed Date	Service Date	Balance
004-1790-09	GUY, MICHAEL	June 25, 2013	August 20, 2012	\$166.00
017-0095-03	BANNER, VERDIE, III	June 19, 2013	March 19, 2012	\$81.15
014-0220-03	KIRKLAND, CHERNEEKA	June 25, 2013	October 18, 2012	\$35.31
006-1310-03	TANNER, SHANESE	June 25, 2013	April 19, 2012	\$137.45
010-0231-10	MILLEDGE, MALISA	June 25, 2013	February 17, 2012	\$34.55
017-0279-02	COOPER, COREY L	June 19, 2013	August 20, 2012	\$66.47
017-0550-02	HEARON, DEANZA	June 19, 2013	September 19, 2012	\$113.61
001-2150-02	ROGERS, SUSAN R	June 25, 2013	September 19, 2012	\$48.50
003-0160-08	FIELDS, CAROLYN	June 25, 2013	June 19, 2012	\$202.15
017-0425-01	MOBLEY, ALICIA	June 25, 2013	April 19, 2012	\$741.72
014-1042-06	GAYMON, WALTER PERTHA & VERTEL	June 13, 2013	October 18, 2012	\$34.92
005-1857-06	OUT, MARY SUE DELOACHIN N	June 13, 2013	August 20, 2012	\$128.64
003-0661-02	OCONNELL, JOHN C	June 13, 2013	May 17, 2012	\$71.18
002-1045-06	THYNG, JESSICA	June 13, 2013	August 20, 2012	\$248.27
011-0022-03	GARCIA, KAREN Y. HERNANDEZ	June 13, 2013	May 17, 2012	\$53.15
017-0565-05	HARMON, KATIE	June 13, 2013	June 19, 2012	\$43.20
014-2079-01	MOGUEL, MARGARITA	June 13, 2013	July 20, 2012	\$46.87
014-0928-02	SNYDER, IRENE	June 13, 2013	May 17, 2012	\$1,358.32
014-0570-02	BARNES, SHAWN L	June 13, 2013	October 18, 2012	\$102.01
017-0360-03	MOSLEY, MICHELLE	June 13, 2013	June 19, 2012	\$30.16
010-0620-02	RIVERA, JENNIFER	June 13, 2013	August 20, 2012	\$585.07
017-0150-02	HOLBROOK, ALITA	June 13, 2013	June 19, 2012	\$65.47
017-0555-04	POWELL, ASHLEY	June 13, 2013	September 19, 2012	\$183.98
017-0240-04	COLEMAN, TANIA MARIE	June 13, 2013	September 19, 2012	\$166.69
004-1300-02	PAMPERED PETS BY ALEX	January 7, 2016	August 20, 2012	\$183.03
017-0265-03	SMART, SADE	June 13, 2013	June 19, 2012	\$148.33
008-1820-03	CARTER, CHARLIE	June 13, 2013	October 18, 2012	\$200.86
002-1470-06	INGRAM, JULIAN	June 13, 2013	August 20, 2012	\$196.59
017-0200-02	EDWARDS, ERICA	June 13, 2013	October 18, 2012	\$132.57
017-0235-02	ROJAS, RAMIRO	June 13, 2013	June 19, 2012	\$492.15
017-0095-04	LESLIE, FREDRICK	June 13, 2013	July 20, 2012	\$126.22
008-0670-07	BURNSED, WILLIAM	June 13, 2013	August 20, 2012	\$589.37
014-2237-04	CLEMONS, IVY	June 13, 2013	September 19, 2012	\$80.39
006-1310-04	WEST, KIMBERLY	June 13, 2013	July 20, 2012	\$65.79
017-0245-03	EDWARDS, LAKISHA	June 13, 2013	October 18, 2012	\$59.52
017-0021-03	TIMBERS, SHEENA	June 13, 2013	September 19, 2012	\$28.55
017-0015-05	RODRIGUEZ, DARELY D	June 13, 2013	August 20, 2012	\$83.19
017-0109-02	REYNOLDS, KOVAN	June 13, 2013	October 18, 2012	\$322.51
007-0740-01	HORNE, C	September 17, 2013	September 19, 2012	\$2,725.22
007-1860-01	SMITH, CHARLES & EMMA	September 17, 2013	July 20, 2012	\$295.45
008-1335-02	ROBINSON, SHEILA	June 25, 2013	September 19, 2012	\$72.12
010-0730-03	WARD, WILLIAM D	June 19, 2013	June 19, 2012	\$162.32
				\$41,979.54